



Amendment No. 7  
to  
Agreement No. 4700 NG150000037  
for  
Social Services  
between  
**TEXAS RIOGRANDE LEGAL AID, INC.**  
and the  
**CITY OF AUSTIN**

*(Public Benefits and Housing Rights Program)*

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is **Two Hundred Three Thousand One Hundred Fifty Nine dollars (\$203,159)**. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 548,346
Amendment No. 1: Add funds to Agreement	\$ 15,800	\$ 564,146
Amendment No. 2: Add funds to Agreement and modify Exhibits	\$ 32,898	\$ 597,044
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 8,912	\$ 605,956
Amendment No. 4: Add funds to Agreement and modify Exhibits	\$ 4,955	\$ 610,911
Amendment No. 5: Exercise Extension Option #1 (Oct. 1, 2018 – Sept. 30, 2019)	\$ 203,159	\$ 814,070
Amendment No. 6: Exercise Extension Option #2 (Oct. 1, 2019 – Sept. 30, 2020)	\$ 203,159	\$ 1,017,229
Amendment No. 7: Exercise Extension Option #3 (Oct. 1, 2020 – Sept. 30, 2021)	\$ 203,159	\$ 1,220,388

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

**Exhibit A.1 -- Program Work Statement** is deleted in its entirety and replaced with a new **Exhibit A.1 -- Program Work Statement**. [Revised 10/15/2020]

**Exhibit A.2 -- Program Performance Measures** is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 10/15/2020]

**Exhibit B.1 -- Program Budget and Narrative** is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 10/15/2020]

**Exhibit B.2 -- Program Subgrantees** is deleted in its entirety and replaced with a new **Exhibit B.2 -- Program Subgrantees**. [Revised 10/15/2020]

**Exhibit B.3 -- Compensation Terms** is added to the agreement.

**Exhibit C -- Equal Employment/Fair Housing Office/Non-Discrimination Certification** is deleted in its entirety and replaced with a new **Exhibit C -- Equal Employment/Fair Housing Office/Non-Discrimination Certification, Israel Verification, and Conflicts of Interest** [Revised 4/13/2020]

**4.0** The Terms and Conditions for this Agreement are deleted in their entirety and replaced with the following:

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## **SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES**

**1.1 Engagement of the Grantee.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Grantee is engaged to provide the services set forth in the attached Agreement Exhibits.

1.1.1 This Agreement entered into between the City and the Grantee is designated a Social Services REIMBURSABLE Agreement.

**1.2 Responsibilities of the Grantee.** The Grantee shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Agreement Exhibits. The Grantee shall assure that all Agreement provisions are met by any Subgrantee performing services for the Grantee.

**1.3 Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Grantee's activities in completing the Program Work Statement. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Agreement, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Grantee, and shall approve all requests for payment, as appropriate. The City's Contract Manager shall give the Grantee timely feedback on the acceptability of progress and task reports. The Contract Manager's oversight of the Grantee's activities shall be for the City's benefit and shall not imply or create any partnership or joint venture as between the City and the Grantee.

**1.4 Designation of Key Personnel.** The City's Contract Manager for this Agreement, to the extent stated in the preceding Section 1.3, shall be responsible for oversight and monitoring of Grantee's performance under this Agreement as needed to represent the City's interest in the Grantee's performance.

1.4.1 The City's Contract Manager or designee:

- may meet with Grantee to discuss any operational issues or the status of the services or work to be performed; and

- shall promptly review all written reports submitted by Grantee, determine whether the reports comply with the terms of this Agreement, and give Grantee timely feedback on the adequacy of progress and task reports or necessary additional information.



1.4.2 Grantee's Contract Manager or designee, shall represent the Grantee with regard to performance of this Agreement and shall be the designated point of contact for the City's Contract Manager.

1.4.3 If either party replaces its Contract Manager, that party shall promptly send written notice of the change to the other party. The notice shall identify a qualified and competent replacement and provide contact information.

## **SECTION 2. TERM**

2.1 **Term of Agreement.** The Agreement shall be extended for a term of 12 months beginning October 1, 2020 through September 30, 2021.

2.1.1 Upon expiration of the initial term or period of extension, the Grantee agrees to hold over under the terms and conditions of this Agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed upon in writing).

## **SECTION 3. PROGRAM WORK STATEMENT**

3.1 **Grantee's Obligations.** The Grantee shall fully and timely provide all services described in the attached Agreement Exhibits in strict accordance with the terms, covenants, and conditions of the Agreement and all applicable federal, state, and local laws, rules, and regulations.

## **SECTION 4. COMPENSATION AND REPORTING**

4.1 **Agreement Amount.** The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the 12-month term shall not exceed the amount approved by City Council, which is **\$203,159 (Two Hundred Three Thousand One Hundred Fifty Nine dollars)**. Continuation of the Agreement beyond the 12 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council. Additional compensation terms are included in Exhibit B.3.

### **4.2 Reports.**

4.2.1 Grantee must submit a fully and accurately completed payment request to the City's Contract Manager using the City's contract management system by the deadline outlined in Exhibit B.3. Grantee must provide complete and accurate supporting documentation. Upon receipt and approval by the City of each complete and accurate payment request, the City shall process the payment to the Grantee in an amount equal to the City's payment obligations, subject to deduction for any unallowable costs.

4.2.2 Grantee shall submit a quarterly program performance report using the format and method specified by the City no later than 11:59 p.m. Central Standard Time (CST) 15 calendar days following each calendar quarter. If the 15<sup>th</sup> calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the quarterly program performance report is extended to no later than 11:59 p.m. CST of the 1<sup>st</sup> weekday immediately following the weekend or holiday. Grantee shall provide complete and accurate supporting documentation upon request by City. Payment Requests will not be approved if any accurate and complete performance report, including any required documentation, is past due. Performance reports on a frequency other than quarterly may be required by the City based upon business needs.

4.2.3 An annual Contract Progress Report, using the forms in the City's contract management system, shall be completed by the Grantee and submitted to the City within 45 calendar days following the end of each Program Period.

4.2.4 A Contract Closeout Summary Report using the forms in the City's contract management system shall be completed by the Grantee and submitted to the City within 60 calendar days following the expiration or termination of this Agreement. Any encumbrances of funds incurred prior to the date of termination of this Agreement shall be subject to verification by the City. Upon termination of this Agreement, any unused funds, unobligated funds, rebates, credits, or interest earned on funds received under this Agreement shall be returned to the City.

4.2.5 Grantee shall provide the City with a copy of the completed Agency Administration Profile (AAP) using the forms in the City's contract management system, and required AAP Attachments, including a copy of the Grantee's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year to be due in conjunction with submission of the Grantee's annual financial audit report or financial review report as outlined in Section 4.5.4. If Grantee filed a Form 990 or Form 990EZ extension request, Grantee shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within 30 days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

4.2.5.1 Governmental Entities are not required to submit an Agency Administration Profile to the City under this Agreement.

4.2.6 Grantee shall provide other reports required by the City to document the effective and appropriate delivery of services as outlined under this Agreement as required by the City.

#### **4.3 Grantee Policies and Procedures.**

4.3.1 Grantee shall maintain written policies and procedures aligned with best practices and approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans with Disabilities Act; Conflict of Interest; Whistleblower; and Criminal Background Checks.

4.3.2 Grantee shall provide the City with copies of revised Articles of Incorporation and Doing Business As (DBA) certificates (if applicable) within 14 calendar days of receipt of the notice of filing by the Secretary of State's office. Grantee shall provide the City with copies of revised By-Laws within 14 calendar days of their approval by the Grantee's governing body.

#### **4.4 Monitoring and Evaluation.**

4.4.1 Grantee agrees that the City or its designee may carry out monitoring and evaluation activities to ensure adherence by the Grantee and Subgrantees to the Program Work Statement, Program Performance Measures, and Program Budget, as well as other provisions of this Agreement. Grantee shall fully cooperate in any monitoring or review by the City and further agrees to designate a staff member to coordinate monitoring and evaluation activities.

4.4.2 The City expressly reserves the right to monitor client-level data related to services provided under this Agreement. If the Grantee asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided and is subject to acceptance by the City's Law Department.

4.4.3 Grantee shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Agreement Term upon request following the receipt of the final report.

4.4.4 Grantee shall keep on file copies of all notices of Board of Directors meetings, Subcommittee or Advisory Board meetings, and copies of approved minutes of those meetings.

#### **4.5 Financial Audit of Grantee.**

4.5.1 Grantee shall annually contract with an independent auditor utilizing a Letter of Engagement to complete either a full financial audit or financial review. The auditor must be a Certified Public Accountant recognized by the regulatory authority of the State of Texas.

4.5.1.1 Governmental Entities are not required to submit a financial audit to the City under this Agreement.

4.5.2 In the event Grantee expends \$750,000 or more in a year in federal awards, Grantee shall have a single or program specific audit conducted in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations as required by the Single Audit Act of 1984, as amended (Single Audit Act), and shall submit to the City a complete set of audited financial statements and the auditor's opinion and management letters in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and any guidance issued by the federal Office of Management and Budget covering Grantee's fiscal year until the end of the term of this Agreement.

4.5.3 If Grantee is not subject to the Single Audit Act, and expends \$750,000 or more during the Grantee's fiscal year, then Grantee shall have a full financial audit performed in accordance with Generally Accepted Auditing Standards (GAAS). If less than \$750,000 is expended, then a financial review is acceptable, pursuant to the requirements of this Agreement.

4.5.4 Grantee shall submit a complete financial audit report or financial review which has been presented and accepted by the Board of Directors, to include the original auditor Opinion Letter/Independent Auditor's Report within 270 calendar days of the end of Grantee's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report or financial review report must include the Management Letter/Internal Controls Letter, if one was issued by the auditor.

4.5.5 Grantee shall submit an APH Board Certification Form that was signed and dated by the Grantee's Board Chair. The APH Board Certification Form confirms that the independent auditor presented the financial audit or financial review to the Grantee's Board or committee of the Board and that it was accepted by the Grantee's Board of Directors or a committee of the Board. The City will deem the financial audit report/financial review report incomplete if the Grantee fails to submit the Board Certification form, as required by this Section.

4.5.6 The inclusion of any Findings or a Going Concern Uncertainty, as defined by Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and GAAS, in a Grantee's audit requires the creation and submission to the City of a corrective action plan formally approved by the Grantee's governing board. The plan must be submitted to the City within 60 days after the audit is submitted to the City. Failure to submit an adequate plan to the City may result in the immediate suspension of funding. If adequate improvement related to the audit findings is not documented within a reasonable period of time, the City may provide additional technical assistance, refer the Agreement to the City Auditor for analysis, or move to terminate the Agreement as specified in Section 5 of the Agreement.

4.5.7 The expiration or termination of this Agreement shall in no way relieve the Grantee of the audit requirement set forth in this Section.

#### **4.5.8 Right To Audit By Office of City Auditor.**

4.5.8.1 Grantee agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, and copy any and all records of the Grantee related to the performance under this Agreement during normal business hours (Monday – Friday, 8 am – 5 pm). In addition to any other rights of termination or suspension set forth herein, the City shall have the right to immediately suspend the Agreement, upon written notice to Grantee, if Grantee fails to cooperate with this audit provision. The Grantee shall retain all such records for a period of 5 years after the expiration or early termination of this Agreement or until all audit and litigation matters that the City has brought to the attention of the Grantee are resolved, whichever is longer. The Grantee agrees to refund to the City any overpayments disclosed by any such audit.

4.5.8.2 Grantee shall include this audit requirement in any subagreements entered into in connection with this Agreement.

### **SECTION 5. TERMINATION**

5.1 **Right To Assurance.** Whenever one party to the Agreement in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.

5.2 **Default.** The Grantee shall be in default under the Agreement if the Grantee (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) fails to provide adequate assurance of performance under the "Right to Assurance" paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Grantee's Offer, or in any report or deliverable required to be submitted by Grantee to the City.

5.3 **Termination For Cause.** In the event of a default by the Grantee, the City shall have the right to terminate the Agreement for cause, by written notice effective 10 calendar days, unless otherwise specified, after the date of such notice, unless the Grantee, within such 10 day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Grantee on probation for a specified period of time within which the Grantee must correct any non-compliance issues. Probation shall not normally be for a period of more than 9 months; however, it may be for a longer period, not to exceed 1 year depending on the circumstances. If the City determines the Grantee has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Grantee, the City may suspend or debar the Grantee in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Grantee from the City's vendor list for up to 5 years and any Offer submitted by the Grantee may be disqualified for up to 5 years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Grantee's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Agreement are cumulative and are not exclusive of any other right or remedy provided by law.

5.4 **Termination Without Cause.** The City shall have the right to terminate the Agreement, in whole or in part, without cause any time upon 30 calendar-days prior written notice. Upon receipt of a notice of termination, the Grantee shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Grantee, to the extent of

funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

5.5 **Fraud.** Fraudulent statements by the Grantee on any Offer or in any report or deliverable required to be submitted by the Grantee to the City shall be grounds for the termination of the Agreement for cause by the City and may result in legal action.

## **SECTION 6. OTHER DELIVERABLES**

6.1 **Insurance.** The following insurance requirements apply:

### 6.1.1 **General Requirements**

6.1.1.1 The Grantee shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Agreement and during any warranty period.

6.1.1.2 The Grantee shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Agreement execution and within 14 calendar days after written request from the City.

6.1.1.3 The Grantee must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

6.1.1.4 The Grantee shall not commence work until the required insurance is obtained and has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Grantee hereunder and shall not be construed to be a limitation of liability on the part of the Grantee.

6.1.1.5 The Grantee must maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.

6.1.1.6 The Grantee's and all Subgrantees' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

6.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the Grantee's email address, and shall be mailed to the following address:

City of Austin  
**Austin Public Health**  
ATTN: Social Services Contracts  
P. O. Box 1088  
Austin, Texas 78767

6.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Agreement, covering both the City and the Grantee, shall be considered primary coverage as applicable.

6.1.1.9 If insurance policies are not written for amounts specified, the Grantee shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

6.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

6.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Agreement and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Grantee.

6.1.1.12 The Grantee shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement.

6.1.1.13 The Grantee shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

6.1.1.14 The Grantee shall endeavor to provide the City 30 calendar-days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Agreement.

6.1.2 **Specific Coverage Requirements.** The Grantee shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Agreement, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Grantee.

6.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000\* for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

6.1.2.1.1 Blanket contractual liability coverage for liability assumed under the Agreement and all other Agreements related to the project

6.1.2.1.2 Independent Grantee's Coverage

6.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period

6.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

6.1.2.1.5 Thirty (30) calendar-days' Notice of Cancellation, Endorsement CG 0205, or equivalent coverage

6.1.2.1.6 The "City of Austin" listed as an additional insured, Endorsement CG 2010, or equivalent coverage

6.1.2.1.7 If care of a child is provided outside the presence of a legal guardian or parent, Grantee shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.

6.1.2.1.8 The policy shall be endorsed to cover injury to a child while the child is in the care of the Grantee or Subgrantee.

\* Supplemental Insurance Requirement. If eldercare, childcare, or housing for clients is provided, the required limits shall be \$1,000,000 per occurrence.

**6.1.2.2 Business Automobile Liability Insurance.**

Minimum limits: \$500,000 combined single limit per occurrence for all owned, hired and non-owned autos

- a. a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
- b. If Grantee does not own any vehicles, a signed "Hired & Non-Owned Auto" Statement may be provided in conjunction with evidence of non-owned and hired Business Automobile Liability Insurance coverage.
- c. b. If no client transportation is provided but autos are used within the scope of work, and there are no agency owned vehicles, evidence of Personal Auto Policy coverage from each person using their auto may be provided. The following limits apply for personal auto insurance: \$100,000/\$300,000/\$100,000.

All policies shall contain the following endorsements:

- 6.1.2.2.1. Waiver of Subrogation, Endorsement CA 0444, or equivalent coverage
- 6.1.2.2.2. Thirty (30) calendar-days' Notice of Cancellation, Endorsement CA 0244, or equivalent coverage
- 6.1.2.2.3 The "City of Austin" listed as an additional insured, Endorsement CA 2048, or equivalent coverage

**6.1.2.3 Worker's Compensation and Employers' Liability Insurance.** Coverage is required of Grantees providing services on City owned or leased property, and shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

- 6.1.2.3.1 The Grantee's policy shall apply to the State of Texas
- 6.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage
- 6.1.2.3.3 Thirty (30) calendar-days' Notice of Cancellation, Form WC 420601, or equivalent coverage

**6.1.2.4 Professional Liability Insurance.**

6.1.2.4.1 Grantee shall provide coverage at a minimum limit of \$500,000 per claim to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or

omission arising out of the performance of professional services under this Agreement.

6.1.2.4.2 If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Agreement and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the Agreement.

6.1.2.5 **Blanket Crime Policy Insurance.** A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Agreement funds allocated annually by the City. Acceptance of alternative limits shall be approved by Risk Management.

6.1.2.6 **Directors and Officers Insurance.** Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Agreement and for not less than 24 months following the end of the Agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Agreement or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Grantee shall, on at least an annual basis, provide the City with a Certificate of Insurance as evidence of such insurance.

6.1.2.7 **Property Insurance.** If the Agreement provides funding for the purchase of property or equipment the Grantee shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

6.1.2.8 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents, must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

6.1.2.9 **Certificate.** The following statement must be shown on the Certificate of Insurance.

"The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."

## 6.2 **Equal Opportunity.**

6.2.1 **Equal Employment Opportunity.** No Grantee or Grantee's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Agreement awarded by the City unless the Grantee has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Grantee shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Agreement and the Grantee's suspension or debarment from participation on future City Agreements until deemed compliant with Chapter 5-4. Any Subgrantees used in the performance of this Agreement and paid with City funds must comply with the same nondiscrimination requirements as the Grantee.



6.2.2 **Americans with Disabilities Act (ADA) Compliance.** No Grantee, or Grantee's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

6.3 **Inspection of Premises.** The City has the right to enter Grantee's and Subgrantee's work facilities and premises during Grantee's regular work hours, and Grantee agrees to facilitate a review of the facilities upon reasonable request by the City.

6.4 **Rights to Proposal and Contractual Material.** All material submitted by the Grantee to the City shall become property of the City upon receipt. Any portions of such material claimed by the Grantee to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

6.5 **Publications.** All published material and written reports submitted under the Agreement must be originally developed material unless otherwise specifically provided in the Agreement. When material not originally developed is included in a report in any form, the source shall be identified.

## **SECTION 7. WARRANTIES**

7.1 **Authority.** Each party warrants and represents to the other that the person signing this Agreement on its behalf is authorized to do so, that it has taken all action necessary to approve this Agreement, and that this Agreement is a lawful and binding obligation of the party.

7.2 **Performance Standards.** Grantee warrants and represents that all services provided under this Agreement shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted community standards and, if applicable, professional standards and practices. Grantee may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. If the Grantee is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Agreement from the Grantee, and purchase conforming services from other sources. In such event, the Grantee shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source. Grantee agrees to participate with City staff to update the performance measures.

## **SECTION 8. MISCELLANEOUS**

8.1 **Criminal Background Checks.** Grantee and Subgrantee(s) agree to perform a criminal background check on individuals providing direct client services in programs designed for children under 18 years of age, seniors 55 years of age and older, or persons with Intellectual and Developmental Disabilities (IDD). Grantee shall not assign or allow an individual to provide direct client service in programs designed for children under 18 years of age, seniors 55 years of age and older, or persons with IDD if the individual would be barred from contact under the applicable program rules established by Title 40 of the Texas Administrative Code.

8.1.1 In accordance with the Grantee's personnel and records retention policies, the Grantee shall retain documentation that a criminal background check was completed.

8.2 **Compliance with Health, Safety, and Environmental Regulations.** The Grantee, its Subgrantees, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of

the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA), and those found in the Clean Air Act (42 U.S.C. 7401–7671q), the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387), and the Energy Policy and Conservation Act (42 U.S.C. 6201). In case of conflict, the most stringent safety requirement shall govern. The Grantee shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Grantee's obligations under this paragraph.

8.2.1 The Grantee or Subgrantee(s) seeking an exemption for a food enterprise permit fee must present this signed and executed social services Agreement upon request to the City.  
(Source: City of Austin Ordinance 20051201-013)

8.3 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Grantee is observed performing in a manner that the City reasonably believes is in violation of federal, state, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Grantee will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Grantee shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

#### 8.4 **Indemnity.**

##### 8.4.1 Definitions:

8.4.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

8.4.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Grantee, their respective agents, officers, employees and Subgrantees; the officers, agents, and employees of such Subgrantees; and third parties); and/or;

8.4.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Grantee, the Grantee's Subgrantees, and third parties),

8.4.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

8.4.2 THE GRANTEE SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE GRANTEE, OR THE GRANTEE'S AGENTS, EMPLOYEES OR SUBGRANTEES, IN THE PERFORMANCE OF THE GRANTEE'S OBLIGATIONS UNDER THE AGREEMENT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE GRANTEE (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

8.5 **Claims.** If any claim, demand, suit, or other action is asserted against the Grantee which arises under or concerns the Agreement, or which could have a material adverse effect on the Grantee's ability to perform hereunder, the Grantee shall give written notice thereof to the City within 10 calendar days after receipt of notice by the Grantee. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be

delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

**8.6 Business Continuity.** Grantee warrants that it has adopted a business continuity plan that describes how Grantee will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Grantee shall provide a copy of the plan to the City's Contract Manager upon request at any time during the term of this Agreement, and the requested information regarding the Business Continuity Plan shall appear in the annual AAP documentation.

8.6.1 Grantee agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes. Grantee participation includes assisting the City to provide disaster response and recovery assistance to individuals and families impacted by manmade or natural disasters.

**8.7 Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Agreement shall be in writing and shall be deemed delivered 3 business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, or other commercially accepted means. Notices to the City and the Grantee shall be addressed as follows:

To the City:  
City of Austin  
Austin Public Health  
Health Equity and Community  
Engagement Division  
ATTN: Adrienne Sturup,  
Assistant Director  
7201 Levander Loop, Bldg. E  
Austin, TX 78702

To the Grantee:  
Texas RioGrande Legal Aid,  
Inc.  
  
ATTN: Robert W. Doggett,  
Executive Director  
301 S. Texas Ave.  
Mercedes, TX 78570

With copy to:  
City of Austin  
Austin Public Health  
  
ATTN: Stephanie Hayden,  
Director  
7201 Levander Loop, Bldg. E  
Austin, TX 78702

**8.8 Confidentiality.** In order to provide the deliverables to the City, Grantee may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Grantee acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Grantee (including its employees, Subgrantees, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Grantee promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Grantee agrees to use protective measures no less stringent than the Grantee uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

**8.9 Advertising.** Where such action is appropriate as determined by the City, Grantee shall publicize the activities conducted by the Grantee under this Agreement. Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for the Grantee shall recognize the City as a funding source and include a statement that indicates that the information presented does not officially represent the opinion or policy position of the City.

8.10 **No Contingent Fees.** The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Agreement without liability and to deduct from any amounts owed to the Grantee, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

8.11 **Gratuities.** The City may, by written notice to the Grantee, cancel the Agreement without liability if it is determined by the City that gratuities were offered or given by the Grantee or any agent or representative of the Grantee to any officer or employee of the City with a view toward securing the Agreement or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Grantee in providing such gratuities.

8.12 **Prohibition Against Personal Interest in Agreements.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Agreement resulting from that solicitation. Any willful violation of this Section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Grantee shall render the Agreement voidable by the City.

8.13 **Independent Grantee.** The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Grantee's services shall be those of an independent Grantee. The Grantee agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City.

8.14 **Assignment-Delegation.** The Agreement shall be binding upon and inure to the benefit of the City and the Grantee and their respective successors and assigns, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Grantee without the prior written consent of the City. Any attempted assignment or delegation by the Grantee shall be void unless made in conformity with this paragraph. The Agreement is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Agreement.

8.15 **Waiver.** No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Grantee or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Agreement, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

8.16 **Modifications.** The Agreement can be modified or amended only by a written, signed agreement by both parties. No pre-printed or similar terms on any Grantee invoice, order, or other document shall have any force or effect to change the terms, covenants, and conditions of the Agreement.

8.17 **Interpretation.** The Agreement is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one party, it is the intent

of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Agreement, the UCC definition shall control, unless otherwise defined in the Agreement.

#### **8.18 Dispute Resolution.**

8.18.1 If a dispute arises out of or relates to the Agreement, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within 14 calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, 1 senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within 30 calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

8.18.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within 30 calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Grantee agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Agreement prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or an Agreement interpretation expert. If the parties fail to agree on a mediator within 30 calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to 30 calendar days from the date of the first mediation session. The City and the Grantee will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

#### **8.19 Minority and Women Owned Business Enterprise (MBE/WBE) Procurement Program**

MBE/WBE goals do not apply to this Agreement.

#### **8.20 Living Wage Policy (If Applicable)**

The City's Living Wage Program applies to City expenditure and revenue generating non-construction contracts where all of the following apply:

- Contract is predominantly for non-construction services *performed on City Property or on City Vehicles*;
- Contract results from a formal competitive solicitation, procedurally compliant with section 252.021 of the Texas Local Government Code;
- Contract requires authorization by City Council in accordance with Article VII, Finance, Section 15 (Purchase Procedure) of the City Charter; and
- Directly assigned Contractor Employees of the Prime Contractor and all tiers of subcontracting.

8.20.1 The Grantee shall maintain throughout the term of the Agreement basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).

8.20.2 The Grantee shall provide the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the Agreement. The City reserves the right to request individual Employee Certifications at any time during the Agreement

term. Employee Certifications shall be signed by each employee directly assigned to the Agreement. The Employee Certification form is available on-line at:  
[https://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](https://www.austintexas.gov/financeonline/vendor_connection/index.cfm).

8.20.3 Grantee shall submit employee certifications annually on the anniversary date of Agreement award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the Agreement. The Employee Certification Forms shall be submitted for employees added to the Agreement and/or to report any employee changes as they occur.

8.20.4 The Department's Contract Manager will periodically review the employee data submitted by the Grantee to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph 8.20.1 above to verify compliance with this provision.

## **8.21 Subgrantees.**

8.21.1 Work performed for the Grantee by a Subgrantee shall be pursuant to a written Agreement between the Grantee and Subgrantee. The terms of the Subagreement may not conflict with the terms of the Agreement, and shall contain provisions that:

8.21.1.1 require that all deliverables to be provided by the Subgrantee be provided in strict accordance with the provisions, specifications and terms of the Agreement. The City may require specific documentation to confirm Subgrantee compliance with all aspects of this Agreement.

8.21.1.2 prohibit the Subgrantee from further subcontracting any portion of the Agreement without the prior written consent of the City and the Grantee. The City may require, as a condition to such further subcontracting, that the Subgrantee post a payment bond in form, substance and amount acceptable to the City;

8.21.1.3 require Subgrantees to submit all requests for payment and applications for payments, including any claims for additional payments, damages or otherwise, to the Grantee in sufficient time to enable the Grantee to include the same with its invoice or application for payment to the City in accordance with the terms of the Agreement;

8.21.1.4 require that all Subgrantees obtain and maintain, throughout the term of their Subagreement, insurance in the type required by this Agreement, and in amounts appropriate for the amount of the Subagreement, with the City being a named insured as its interest shall appear;

8.21.1.5 require that the Subgrantees indemnify and hold the City harmless to the same extent as the Grantee is required to indemnify the City; and

8.21.1.6 maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.

8.21.2 The Grantee shall be fully responsible to the City for all acts and omissions of the Subgrantees just as the Grantee is responsible for the Grantee's own acts and omissions. Nothing in the Agreement shall create for the benefit of any such Subgrantee any contractual relationship between the City and any such Subgrantee, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subgrantee except as may otherwise be required by law.

8.21.3 The Grantee shall pay each Subgrantee its appropriate share of payments made to the Grantee not later than 10 days after receipt of payment from the City.

8.22 **Jurisdiction and Venue.** The Agreement is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Agreement shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

8.23 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

8.24 **Holidays.** The following holidays are observed by the City:

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
New Year's Day	January 1
Martin Luther King, Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday.  
If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

8.25 **Survivability of Obligations.** All provisions of the Agreement that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Agreement.

8.26 **Non-Suspension or Debarment Certification.** The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from federal, state, or City Agreements. By accepting an Agreement with the City, the Grantee certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusions records at SAM.gov, the State of Texas, or the City of Austin.

8.27 **Public Information Act.** Grantee acknowledges that the City is required to comply with Chapter 552 of the Texas Government Code (Public Information Act). Under the Public Information Act, this Agreement and all related information within the City's possession or to which the City has access are presumed to be public and will be released unless the information is subject to an exception described in the Public Information Act.

8.28 **HIPAA Standards.** As applicable, Grantee and Subgrantees are required to develop and maintain administrative safeguards to ensure the confidentiality of all protected client information, for both electronic and non-electronic records, as established in the Health Insurance Portability and Accountability Act (HIPAA) Standards CFR 160 and 164, and to comply with all other applicable federal, state, and local laws and policies applicable to the confidentiality of protected client information. Grantee must maintain HIPAA-compliant Business Associate agreements with each entity with which it may share any protected client information.

8.28.1 Business Associate Agreement. If performance of this Agreement involves the use or disclosure of Protected Health Information (PHI), as that term is defined in 45 C.F.R. § 160.103, then Grantee acknowledges and agrees to comply with the terms and conditions contained in the Business Associate Agreement, attached as Exhibit E.

8.29 **Political and Sectarian Activity.** No portion of the funds received by the Grantee under this Agreement shall be used for any political activity (including, but not limited to, any activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat, or final content of legislation; or for any sectarian or religious purposes.

8.30 **Culturally and Linguistically Appropriate Standards (CLAS).** The City is committed to providing effective, equitable, understandable and respectful quality care and services that are responsive to diverse cultural beliefs and practices, preferred languages, health literacy, and other communication needs. This commitment applies to services provided directly by the City as well as services provided through its Grantees. Grantee and its Subgrantees agree to implement processes and services in a manner that is culturally and linguistically appropriate and competent. Guidance on adopting such standards and practices are available at the U.S. Department of Health and Human Services Office of Minority Health's website at:

<https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6>.

In some instances, failure to provide language assistance services may have the effect of discriminating against persons on the basis of their natural origin. Guidelines for serving individuals with Limited English Proficiency (LEP) are available at <https://www.lep.gov/faqs/faqs.html>.

8.31 **Entire Agreement.** This Contract, together with the attached Exhibits, and any addenda and amendments thereto constitute the entire agreement between the parties, and this Contract shall not be modified, amended, altered, or changed except with the written consent of the parties.

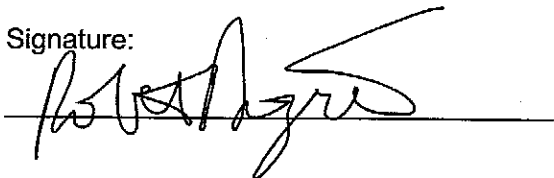
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5.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

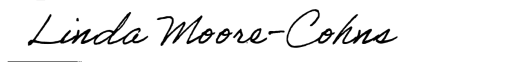
**GRANTEE**

Signature:



**CITY OF AUSTIN**

Signature:





TEXAS RIOGRANDE LEGAL AID, INC.  
Robert W. Doggett, Executive Director  
301 S. Texas Ave.  
Mercedes, TX 78570

City of Austin  
Purchasing Office  
PO Box 1088  
Austin, TX 78767

Date: 10/16/2020

Date: 12/1/2020

## DEFINITIONS

Agreement/Contract- General terms for a legally-binding undertaking between two parties that describes the terms, conditions, and specifications of the obligations, relationships, and responsibilities between them, and any related addenda and amendments. City of Austin Social Services Contracts are considered to be grant agreements, but commonly referred to as contracts. The terms are interchangeable throughout this Agreement.

Exhibit- An attachment to the agreement that is either programmatic (Program Exhibit) or contains additional terms and conditions (Standard Exhibit). Program Exhibits provide the detailed information for the program the City is funding through the Agreement.

Governmental Entity- An organization that is a unit of government, institution of higher education, or local taxing authority, such as a school district. Also includes quasi-governmental organizations, such as a local mental health authority.

Grantee- A vendor agency that has entered into a Social Services grant agreement with the City to provide social services to the community.

Reimbursable Agreement- An Agreement where an agency is reimbursed for expenses incurred and paid through the provision of adequate supporting documentation that verifies the expenses.

Subgrantee- An agency that has entered into a subagreement with a Grantee to provide direct client services under a Social Services Agreement, who is paid with City funds by the Grantee, and who must report program performance information to the Grantee for individuals served who are not existing clients of the Grantee for the contracted program. The Subgrantee is subject to the same terms and conditions in the Grantee's Social Services Agreement with the City.

## **Program Work Statement**

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### ***Program Goals and Objectives***

The Public Benefits and Housing Rights Program provides legal and other professional services to low income clients who are threatened with loss of housing and/or public benefits in order to increase their ability to maintain or achieve self-sufficiency.

### ***Program Clients Served***

The Public Benefits and Housing Rights Program will serve residents of Austin Travis County who fall at or below 200% of federal poverty guidelines and who are experiencing a problem with housing and/or public benefits that presents an immediate threat to their safety, stability, or self-sufficiency.

Clients requiring assistance to address housing typically include those facing threatened loss of their home through eviction or foreclosure and/or those facing barriers to obtaining affordable and stable housing, including illegal discrimination by landlords. Many of the clients served by both Texas Rio Grande Legal Aid (TRLA) and Austin Tenant's Council (ATC) have special needs that further complicate their ability to obtain or maintain housing, including ex-offender status, mental or physical disabilities, substance abuse issues, and single-parent households.

Clients requiring assistance to obtain income and services through public benefits are facing threatened loss or denial of public benefits, including veterans' disability benefits, Supplementary Security Income (SSI), Medicare or Medicaid, Social Security Disability Income (SSDI), food stamps, and/or Temporary Assistance for Needy Families (TANF).

If a client requires extended services and is over income or has a conflict with an existing client, he/she is referred to Volunteer Legal Services of Central Texas (VLS).

Because of confidentiality requirements involving client/attorney privilege, the only accessible information in TRLA's individual case files will be problem code, residence zip code, annual household income, and household size. All other identifying information will be redacted.

### ***Program Services and Delivery***

Under the Public Benefits and Housing Rights Program, TRLA and ATC have formalized a partnership that has existed for many years and that streamlines services for individuals facing a threat to their housing situation. ATC will attempt to prevent and/or resolve landlord/tenant issues while TRLA will serve clients whose housing situation requires a legal intervention. Because ATC does not have a lawyer on staff, eligible clients are referred to TRLA for legal assistance when necessary. Likewise, if a client requests assistance from TRLA and his/her situation relates to housing but does not require legal assistance, TRLA will refer the client to ATC.

ATC will provide telephone counseling, in-person counseling, and/or emergency mediation to clients seeking assistance related to evictions or threats of evictions, reasonable accommodations, landlord/tenant problems, and unauthorized lock-outs, among other housing-related issues.

TRLA will provide direct legal assistance (e.g. legal representation in court and administrative processes; pro se legal assistance; legal advice and counsel, including clients that obtain assistance through legal outreach at the Travis County Law Library and CommUnityCare Clinic at 2901 Montopolis; and community outreach/education) to assist clients in addressing legal issues that threaten housing,

## Program Work Statement

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especially federally subsidized housing and LIHTC housing, and/or income/services through public benefits. Because the legal method employed will vary based on the particular case, the amount of time spent on each case will vary drastically. Legal advice and counsel can take one to three hours, e, while extended legal representation can, and does, require upwards of 10-75 attorney hours, depending on the nature of the case. Some cases require even more time.

### **System for Collecting and Reporting Program Data**

In Summer 2020, TRLA is converting its database from the proprietary Client Tracking System (CTS) to LegalServer, a case management system specifically designed for and widely used by legal aid agencies. TRLA's LegalServer database has been heavily customized to meet TRLA's service delivery needs. All case-related information and client eligibility for legal services information is entered into the database file for each case. During the COVID-19 pandemic, TRLA's offices are working remotely, and potential clients can access services by contacting TRLA's free Telephone Access to Justice (TAJ) hotline; applying through a designated partner agency, such as SAFE alliance; calling the Austin branch office for intake by phone; or direct referral by facsimile or email from designated community organizations, such as Volunteer Legal Services or the Austin Tenants' Council. Veterans and their dependents can apply for services by calling the Veterans Advocacy Program (VAP) dedicated hotline in Austin to initiate an intake. Individuals facing eviction may also complete an online application for legal assistance linked on TRLA's website. The eviction application is designed to provide immediate legal information on the eviction process and other tenant rights. It is intended to allow applicants to receive the legal information they need immediately by going through the on-line system. During normal operations, clients can also access services through walk-ins and appointments at TRLA's Austin location. Regardless of the intake method, clients will be guided through a series of intake questions by a TRLA staff member or trained volunteer, which will be documented in LegalServer. TRLA is not currently conducting in-person clinics due to the COVID-19 pandemic, but if in-person clinics become safe to resume, clients will fill out an intake form at the clinic, which they will present to a TRLA staff member prior to speaking with an attorney on-site. The TRLA staff member will ensure the form is fully completed, and then input all of the information into LegalServer within the following days. As a case moves forward, all case-related documents, communication, and updates are maintained in these electronic files. When a case is closed, the appropriate closing code (e.g. "client obtained access to housing under applicable law") and level of service provided is entered into the file. The file also includes a narrative explaining the particulars of each case. LegalServer allows staff to generate reports showing the number of clients served, their demographic information, the level and type of legal services provided, and the outcomes or cases.

Austin Tenants Council uses a similar confidential database to capture client information and monitor its work. Clients can access ATC's services through a telephone counseling hotline, in-house counseling (by walk-in or appointment). ATC staff members are currently working remotely because of COVID-19, so walk-in appointments are not being accepted. Because of the high volume of calls on the hotline, ATC does not verify income or demographic eligibility for every caller. ATC selects a random sample of clients each day who are surveyed regarding income and demographic information. This sample is considered a representation of ATC's clients served in the Public Benefits and Housing Rights Program. Clients who receive in-house counseling or emergency mediations services are screened for eligibility and are assigned an electronic file. These clients are required to sign the Income Declaration form as a supplement to proof of income provided. Through the databases data is easily compiled for analysis and refinement of ATC programs, and the databases are easily modified to accommodate any necessary changes. Though hard copies of all computer documentation are also kept, computer records are backed up to local hard drives three times per day and weekly and monthly snapshots are kept. Furthermore, all data are backed up to a secure off-site server on a daily basis to ensure that fire or other casualty will not cause the loss of all client records.

## **Program Work Statement**

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One month prior to submitting quarterly reports, TRLA's Grants Management team will communicate with ATC to let them know a deadline is approaching and that data should be gathered by a mutually agreed upon date, such as two weeks prior to submitting the report. By this date, ATC staff will provide TRLA's Grants Management Team with their program numbers. TRLA will regularly communicate with ATC around their progress to meeting proposed outcome and output measures.

### **Performance Evaluation**

TRLA will use the LegalServer system to evaluate performance by quarter against proposed targets. Each case file provides information on the final determination of each closed case as well as information on cases in progress. The grants management team will conduct this data run for its quarterly and final reports. The supervisors for each team will analyze the work data to determine if any adjustments should be made. TRLA's Board of Directors meets quarterly and is apprised of program performance at each meeting.

### **Quality Improvement**

Quality improvement is ensured not only through the standards of the legal profession, but through reporting measurements in TRLA's database, LegalServer. TRLA's Grants Management team regularly generates statistical reports using LegalServer, which are used to evaluate progress toward program goals. These reports will be reviewed by the Housing and Public Benefits Team Managers and by the Austin Branch Manager. Adjustments will be made, if needed, based on the progress toward targets. In addition, supervising attorneys review cases to ensure that the legal services provided were of the highest quality and achieved the best possible outcome for the client.

ATC's programs (including telephone counseling, in-house counseling, and emergency mediation) include a survey instrument that is used to determine whether a particular service outcome measure has been achieved. The surveys also indicate client satisfaction and any client comments to identify problems with service delivery. These issues are discussed at bi-monthly staff meetings, allowing staff to collectively identify solutions to any problems that exist. The Executive Director will assign staff to accomplish any identified goals, and any follow-up will be provided to the Executive Director by the Program Director.

### **Service Coordination with Other Agencies**

As the sole provider of civil legal services in Austin addressing a spectrum of issues, TRLA has strong relationships throughout the social services community. Many local agencies refer their clients to TRLA for legal assistance. TRLA's informal partnerships in the Austin area include Austin Travis County Integral Care, the Austin Police Department, the Travis County Sheriff's Office, the Travis County Attorney's Office, the Texas Advocacy Project, the University of Texas School of Law, and the University of Texas School of Social Work.

In addition, TRLA and Volunteer Legal Services of Central Texas (VLS) refer cases to each other. VLS is a local nonprofit providing legal services with pro bono attorneys. It refers housing cases to TRLA with urgent deadlines or which require specialized knowledge of federal housing programs. TRLA refers cases to VLS in which less specialized knowledge is required or in which TRLA has a conflict of interest or in which the legal problem is not urgent and can be effectively handled by a pro bono attorney. The involvement and support of the private attorney population in Austin helps leverage TRLA's resources and serve additional clients.

TRLA also accepts referrals from BASTA, a local tenant rights organization. BASTA refers clients who are threatened with loss of housing or are facing illegal housing discrimination or illegal landlord

## Program Work Statement

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policies..

TRLA also has formal partnerships with two local domestic violence shelters, SafePlace and Asian Family Support Services of Austin (formerly SAHLI), under a project known as the Legal Alliances for Survivors of Abuse (LASA). TRLA collaborates directly with shelter staff to assist clients of domestic violence and/or sexual assault in obtaining protective orders, divorces, child custody, child support, and Crime Victim's Compensation, as well as legal assistance in identifying housing, employment, and/or citizenship.

### **Service Collaboration with Subgrantees**

Through the Public Benefits and Housing Rights Program, TRLA will formally collaborate with the Austin Tenants' Council (ATC), a program subcontractor. Although TRLA and ATC have shared a strong partnership over the past years, this formal collaboration will increase the likelihood that clients' issues will be addressed at varying levels of need and that those seeking assistance will not fall through the cracks.

TRLA also serves as general counsel for ATC's Fair Housing Program and conducts bi-monthly case reviews to discuss cases of alleged discrimination. TRLA helps ATC staff evaluate discrimination cases for merit and advises on case strategy.

### **Community Planning Activities**

While TRLA is not involved in any formal community planning activities, it continually works with community organizations to identify problems or conditions affecting the client population. TRLA monitors city, county, and non-profit planning efforts as they affect its practice and the lives of its clients. This includes work with the Community Advancement Network and the Travis County Community Impact report. TRLA's Housing and Public Benefits attorneys and paralegals participate in the following groups and collaboratives: ECHO's Housing Workgroup, Austin Travis County Behavioral Health Advisory Committee (BHAC), and Austin Women in Housing, Urban Transportation Commission, and the taxi taskforce.

With the advent of the pandemic, TRLA was instrumental in advocating with the Texas Supreme Court to issue emergency orders prohibiting evictions except in very limited circumstances and in getting the Court to require that landlords state in any eviction petition whether they are covered by the CARES Act. This is important since landlords covered by the CARES Act may not file an eviction for nonpayment of rent or fees until after July 25, 2020, and then only after giving a thirty-day notice to vacate. TRLA also advocated with the Travis County justices of the peace through Judge Nick Chu to halt evictions in Travis County through July 22, 2020.

Under normal operations, TRLA also monitors civil legal needs of Austin's low-income community through legal clinics and client visits to TRLA's office. These allow TRLA to analyze shifts in the kinds of legal needs as well as the volume of legal need so that it can adapt to serve low-income Austin residents most effectively.

**Program Performance**

Contract Term: 09/01/2015 - 09/30/2021

Program Period: 10/01/2020 - 09/30/2021

**Output - Unduplicated Clients Served**

<u>City Goal</u>	<u>Other Funding Goal</u>	<u>Total Program Goal</u>
1,651	7,749	9,400

**Outcomes - City Business Plan****HOUSING, HOMELESS INTERVENTION, BASIC NEEDS***(Numerator / Denominator = Rate)*

		<u>Goal</u>
Numerator	1A: Number of households at risk of homelessness that maintain housing	878
Demoninator	1A: Number of households receiving assistance	942
Rate	1A: Percent of households at risk of homelessness that maintain housing	93.21%

**WORKFORCE DEVELOPMENT, PUBLIC BENEFITS, INCREASED INCOME***(Numerator / Denominator = Rate)*

		<u>Goal</u>
Numerator	2B: Number of individuals obtaining or maintaining public benefits	315
Demoninator	2B: Number of individuals in program	330
Rate	2B: Percent of individuals who obtain or maintain public benefits	95.45%

**Program Budget and Narrative**

Contract Term: 09/01/2015 - 09/30/2021

Program Period: 10/01/2020 - 09/30/2021

	City Funds	Other Funds	Total
Personnel			
Salaries	\$148,740.00	\$579,374.00	\$728,114.00
Fringe and Payroll Taxes	\$0.00	\$0.00	\$0.00
	<b>\$148,740.00</b>	<b>\$579,374.00</b>	<b>\$728,114.00</b>
Operations			
General Operations	\$23,767.00	\$343,425.00	\$367,192.00
Outsourced Professional Services	\$0.00	\$0.00	\$0.00
Supplemental Programmatic Services	\$0.00	\$0.00	\$0.00
Training/Travel Outside Austin and/or Travis County	\$0.00	\$0.00	\$0.00
	<b>\$23,767.00</b>	<b>\$343,425.00</b>	<b>\$367,192.00</b>
Assistance to Clients			
Rental/Mortgage Assistance	\$0.00	\$0.00	\$0.00
General Housing Assistance	\$0.00	\$0.00	\$0.00
Direct Client Assistance	\$0.00	\$0.00	\$0.00
Client Food and Beverage	\$0.00	\$0.00	\$0.00
	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Capital Outlay			
Capital Outlay - \$5,000.00	\$0.00	\$0.00	\$0.00
	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Deliverables Amount			
Deliverables Amount	\$0.00	\$0.00	\$0.00
	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Subgrantees/Subrecipients			
Personnel-Sub	\$0.00	\$0.00	\$0.00
Operations-Sub	\$0.00	\$0.00	\$0.00
Direct Client Assistance-Sub	\$0.00	\$0.00	\$0.00
Other-Sub	\$30,652.00	\$24,848.00	\$55,500.00
	<b>\$30,652.00</b>	<b>\$24,848.00</b>	<b>\$55,500.00</b>
Program Income			
Program Income (Zero dollars budgeted for monthly credit)	\$0.00	\$0.00	\$0.00
	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Other			
Other	\$0.00	\$0.00	\$0.00
	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$203,159.00</b>	<b>\$947,647.00</b>	<b>\$1,150,806.00</b>

## Program Budget and Narrative

### Personnel

Partial salaries for housing and public benefits attorneys, housing and public benefits paralegals, administrative staff: Legal Secretary, Office Manager, Grants Manger, and Accountant.

### Operations

Mortgage payment for the property at 4920 N. IH-35, Austin, Texas.

### Assistance to Clients

### Capital Outlay

### Deliverables Amount

### Program Subgrantees

Partial salaries and benefits for: Executive Director, 5 Housing Specialists, 1 Intake Worker, 1 technology support staff.

### General Operating expenses:

Includes Rent, Utilities, Office Supplies, Printings, Postage, and Telephone.

### Program Income

### Other



**Program Subgrantees**

Contract Term: 09/01/2015 - 09/30/2021

Program Period: 10/01/2020 - 09/30/2021

**Subgrantee Information**

<b>Subgrantee Name</b>	Austin Tenants Council
<b>Subgrantee Start Date</b>	10/01/2020
<b>Subgrantee End Date</b>	09/30/2021
<b>Unduplicated Clients</b>	1,399
<b>Services to Perform</b>	In-house counseling, telephone counseling, online counseling, and emergency mediation.

**Subgrantee Amounts**

<b>City</b>	<b>Other</b>	<b>Total</b>
\$30,652.00	\$0.00	\$30,652.00

**Subgrantee Summary**

<b>City Total Amount</b>	\$30,652.00
<b>Other Total Amount</b>	\$0.00
<b>Grand Total Amount</b>	\$30,652.00
<b>Unduplicated Clients Total</b>	1,399



## City of Austin

# **Social Services Compensation Terms**

1. The Grantee shall expend City funds according to the approved budget categories described in Exhibit B.1, Program Budget and Narrative, or Exhibit A.1, Program Work Statement (Deliverables), as applicable.

2. **Request for Payment**

Payment to the Grantee shall be due 30 calendar days following receipt by the City of the Grantee's fully and accurately completed payment request, using the City's contract management system. The payment request must be submitted to the City no later than 11:59 p.m. Central Standard Time 25 calendar days following the end of the month covered by the payment request. **If the 25<sup>th</sup> calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the payment request is extended to no later than 11:59 p.m. Central Standard Time of the 1<sup>st</sup> weekday immediately following the weekend or holiday.**

3. **Documentation**

- 3.1. **FOR DELIVERABLE AGREEMENTS:** Grantee must provide the City with supporting documentation as described in Exhibit A.1, Program Work Statement (Deliverables) for each monthly Payment Request where an agreement deliverable is being submitted.

- 3.2. **FOR REIMBURSEABLE AGREEMENTS:** Grantee must provide the City with supporting documentation for each monthly payment request which includes, but is not limited to, a report of City Agreement expenditures generated from the Grantee's financial management system.

- 3.2.1. Appropriate supporting documentation includes:

- General Ledger Detail report from the Grantee's financial management system
- Transaction Detail by Account Report from the Grantee's financial management system
- Other reports that meet all of the following specifications:
  - produced from the Grantee's accounting system with no manual changes or adjustments
  - submitted in PDF format
  - includes date the report was created
  - demonstrates specific expenses for which reimbursement is being requested
  - demonstrates that City of Austin funds are maintained in a separate numbered bank account or standalone general operating account that includes only City expenses and reimbursements.

4. **Right of Final Approval.**

The City retains right of final approval of any supporting documentation submitted before a payment request is approved for processing. Failure to provide supporting documentation acceptable to the City may result in delay or rejection of the payment request. The City reserves the right to modify the required supporting documentation, as needed.

- 4.1 Unless otherwise expressly authorized in the Agreement, the Grantee shall pass through all Subagreement and other authorized expenses at actual cost without markup.
- 4.2 Federal excise taxes, state taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

**5. Payment.**

- 5.1 All requests accepted and approved for payment by the City will be paid within 30 calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without the information required in Section 3 cannot be processed, will be returned to the Grantee, and City will make no payment in connection with such request.
- 5.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until 10 calendar days after the grounds for withholding payment have been resolved.
- 5.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Grantee to such extent as may be necessary on account of;
- 5.3.1 delivery of unsatisfactory services by the Grantee;
  - 5.3.2 third party claims, which are not covered by the insurance which the Grantee is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
  - 5.3.3 failure of the Grantee to pay Subgrantees, or for labor, materials or equipment,
  - 5.3.4 damage to the property of the City or the City's agents, employees or Grantees, which is not covered by insurance required to be provided by the Grantee;
  - 5.3.5 reasonable evidence that the Grantee's obligations will not be completed within the time specified in the Agreement, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
  - 5.3.6 failure of the Grantee to submit proper payment requests with all required attachments and supporting documentation;
  - 5.3.7 failure of the Grantee to comply with any material provision of the Agreement; or
  - 5.3.8 identification of previously reimbursed expenses determined to be unallowable after payment was made.
- 5.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City. Payment will be made by check unless the parties mutually agree to payment by electronic transfer of funds.

6. **Non-Appropriation.** The awarding or continuation of this Agreement is dependent upon the availability of funding and authorization by Council. The City's payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Grantee. The City shall provide the Grantee written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Agreement. In the event of non- or inadequate appropriation of funds, there will be no penalty or removal fees charged to the City.

7. **Travel Expenses** All approved travel, lodging, and per diem expenses in connection with the Agreement for which reimbursement may be claimed by the Grantee under the terms of the Agreement will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (Rates) as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. No reimbursement will be made for expenses not actually incurred. Airline fares other than coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

8. **Final Payment and Close-Out**

8.2 The making and acceptance of final payment will constitute:

8.2.1 a waiver of all claims by the City against the Grantee, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Grantee to comply with the Agreement or the terms of any warranty specified herein, regardless of when the cause for a claim is discovered (4) arising from the Grantee's continuing obligations under the Agreement, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

8.2.2 a waiver of all claims by the Grantee against the City other than those previously asserted in writing and not yet settled.

9. **Financial Terms**

9.2 The City agrees to pay Grantee for services rendered under this Agreement and to reimburse Grantee for actual, eligible expenses incurred and paid in accordance with all terms and conditions of this Agreement. The City shall not be liable to Grantee for any costs incurred by Grantee which are not reimbursable as set forth in Section 10 of this Exhibit.

9.3 The City's obligation to pay is subject to the timely receipt of complete and accurate reports as set forth in Section 3 of the Agreement, and any other deliverable required under this Agreement.

9.4 Payments to the Grantee will immediately be suspended upon the occasion of any late, incomplete, or inaccurate report, audit, or other required report or deliverable under this Agreement, and payments will not be resumed until the Grantee is in full compliance.

9.5 The City shall not be liable to Grantee for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Grantee which were: a) incurred prior to the effective date of this Agreement or outside the Agreement period as referenced in Section 2.1, or b) not billed to the City within 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

9.6 Grantee agrees to refund to the City any funds paid under this Agreement which the City determines have resulted in overpayment to Grantee or which the City determines have not been spent by Grantee in accordance with the terms of this Agreement. Refunds shall be made by Grantee within 30 calendar days after a written refund request is submitted by the City. The City may, at its discretion, offset refunds due from any payment due Grantee, and the City may also deduct any loss, cost, or expense caused by Grantee from funds otherwise due.

9.7 Grantee shall deposit and maintain all funds received under this Agreement in either a separate numbered bank account or a general operating account, either of which shall be supported with

the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Agreement. The Grantee's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Agreement are disbursed. Grantee must be able to produce an accounting system-generated report of exact expenses or portions of expenses charged to the City for any given time period.

- 9.8 Grantee is required to utilize an online Agreement management system for billing and reporting in accordance with the City's guidelines, policies, and procedures. Grantee is responsible for all data entered/edited under its unique username, as well as all required but omitted data.
- 9.9 Grantee shall expend the City budget in a reasonable manner in relation to Agreement time elapsed and/or Agreement program service delivery schedule. If cumulative expenditures are not within acceptable amounts, the City may require the Grantee to: 1) submit an expenditure plan, and/or 2) amend the Agreement budget amount to reflect projected expenditures, as determined by the City.

## **10. Allowable and Unallowable Costs**

The City shall make the final determination of whether a cost is allowable or unallowable under this Agreement.

10.1 Reimbursement Only. Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in the attached Program Exhibits, directly and specifically in the performance of this Agreement, and in conformance with the Agreement Exhibits. Grantee agrees that, unless otherwise specifically provided for in this Agreement, payment by the City under the terms of this Agreement is made on a reimbursement basis only; Grantee must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Agreement and subject to payment by the City. Expenses incurred during the Program Period may be paid up to 30 days after the end of the Program Period and included in the Final Payment Request for the Program Period, which shall be due no later than 11:59 p.m. CST 5 calendar days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

10.1.1 To be allowable under this Agreement, a cost must meet all of the following general criteria:

- Be reasonable for the performance of the activity under the Agreement
- Conform to any limitations or exclusions set forth in this Agreement
- Be consistent with policies and procedures that apply uniformly to both government- financed and other activities of the organization
- Be determined and accounted in accordance with generally accepted accounting principles (GAAP)
- Be adequately documented

10.2 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Agreement constitutes "written authorization." The item shall be specifically identified in the budget. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alteration, construction, or relocation of facilities;
2. Cash payments, including cash equivalent gift cards such as Visa, MasterCard, and American Express;
3. Equipment and other capital expenditures;

4. Interest, other than mortgage interest as part of a pre-approved budget under this Agreement;
5. Organization costs (costs in connection with the establishment or reorganization of an organization);
6. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over \$5,000;
7. Selling and marketing; or
8. Travel/training outside Travis County.

10.3 The following types of expenses are specifically **not allowable** with City funds under this Agreement. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alcoholic beverages;
2. Bad debts;
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity;
4. Contingency provisions (funds) (*Self-insurance reserves and pension funds are allowable*);
5. Defense and prosecution of criminal and civil proceedings, claims, appeals, and patent infringement;
6. Deferred costs;
7. Depreciation;
8. Donations and contributions, including donated goods or space;
9. Entertainment costs, other than expenses related to client incentives;
10. Fines and penalties (including late fees);
11. Fundraising and development costs;
12. Goods or services for officers' or employees' personal use;
13. Housing and personal living expenses for organization's officers or employees;
14. Idle facilities and idle capacity;
15. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant;
16. Lobbying or other expenses related to political activity;
17. Losses on other agreements or casualty losses;
18. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Agreement;
19. Taxes, other than payroll and other personnel-related levies; or
20. Travel outside of the United States of America.

## 11. Ownership of Property.

11.1 Ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Agreement and in accordance with the provisions of the Agreement, purchased with City funds shall convey to the Grantee 2 years after purchase, unless notified by the City in writing.

11.1.1 If the services funded by this Agreement are provided in a facility owned by the City or leased from the Travis County, , ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Agreement shall remain with the City.

11.2 Written notification must be given to the City within 5 calendar days of delivery of nonexpendable property (defined as anything that has a life or utility of more than 1 year and an acquisition cost, including freight, of over \$5,000) in order for the City to effect identification and recording for inventory purposes. Grantee shall maintain adequate accountability and control over such property, maintain adequate property records, perform an annual physical inventory of all such property, and report this information in the Annual Agreement Progress Report, due as indicated in Section 4.2.3 of the Agreement, as well as in the Agreement Closeout Summary Report, as indicated in Section 4.2.4 of the Agreement.

11.3 In the event Grantee's services are retained under a subsequent agreement, and should Grantee satisfactorily perform its obligations under this Agreement, Grantee shall be able to retain possession of non-expendable property purchased under this Agreement for the duration of the subsequent agreement.

**City of Austin, Texas  
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE  
NON-DISCRIMINATION CERTIFICATION,  
ISRAEL VERIFICATION, INTERESTED PARTIES, CONFLICTS OF INTEREST**

**City of Austin, Texas  
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

**Sec. 4-2 Discriminatory Employment Practices Prohibited.** As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin  
Minimum Standard Non-Discrimination in Employment Policy:**

*As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.*

*The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer,*



demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

**Term:**

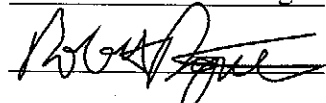
The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 16th day of October, 2020

CONTRACTOR

Texas RioGrande Legal Aid, Inc.

Authorized  
Signature



Title

Executive Director

### **PROHIBITION OF BOYCOTT OF ISRAEL VERIFICATION**

Pursuant to Texas Government Code §2271.002, the City is prohibited from contracting with any "company" for goods or services unless the following verification is included in this Contract:

- A. For the purposes of this Section only, the terms "company" and "boycott Israel" have the meaning assigned by Texas Government Code §2271.001.
- B. If the Grantee qualifies as a "company", then the Principal Artist verifies that he:
  - i. does not "boycott Israel"; and
  - ii. will not "boycott Israel" during the term of this Contract.
- C. The Grantee's obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2271 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.

A COURT OF COMPETENT JURISDICTION HAS RECENTLY ENJOINED THE ABOVE STATE LAW. HOWEVER, IF THIS INJUNCTION IS LIFTED OR STAYED BY A COURT OR OTHER ENTITY OF COMPETENT JURISDICTION, THIS SECTION WILL BE AN ENFORCEABLE AND REQUIRED TERM OF YOUR CONTRACT WITH THE CITY. IF YOU DISAGREE WITH THE ABOVE SECTION OF THE CONTRACT, PLEASE STRIKE THROUGH IT OR INDICATE YOUR OBJECTION IN THE EXCEPTIONS SECTION. YOUR CONTRACT WILL NOT BE AFFECTED BY STRIKING THROUGH THIS PROVISION, AT THIS TIME.

### **INTERESTED PARTIES DISCLOSURE (FORM 1295)**

As a condition to entering the Contract, the Business Entity constituting the Grantee must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring City Council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will verify the "Certificate of Interested Parties" with the Texas Ethics Commission prior to execution of the Agreement. The Grantee is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

### **CHAPTER 176 CONFLICT OF INTEREST DISCLOSURE**

In accordance with Chapter 176 of the Texas Local Government Code, Grantee must file a Conflict of Interest Questionnaire (Questionnaire) with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City, and update the questionnaire not later than seven (7) business days after becoming aware of an event that would make a statement in the questionnaire incomplete or inaccurate. Grantee has a continuing obligation to file the Questionnaire in accordance with the requirements of Chapter 176 of the Texas Local Government Code once it becomes aware of a need to do so. The Questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/department/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.



Amendment No. 6  
to  
Agreement No. 9100 NG150000037  
for  
Social Services  
between  
**TEXAS RIOGRANDE LEGAL AID, INC.**  
and the  
**CITY OF AUSTIN**

*(Public Benefits and Housing Rights Program)*

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is ***Two Hundred Three Thousand One Hundred Fifty Nine dollars (\$203,159)***. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 548,346
Amendment No. 1: Add funds to Agreement	\$ 15,800	\$ 564,146
Amendment No. 2: Add funds to Agreement and modify Exhibits	\$ 32,898	\$ 597,044
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 8,912	\$ 605,956
Amendment No. 4: Add funds to Agreement and modify Exhibits	\$ 4,955	\$ 610,911
Amendment No. 5: Exercise Extension Option #1 (Oct. 1, 2018 – Sept. 30, 2019)	\$ 203,159	\$ 814,070
Amendment No. 6: Exercise Extension Option #2 (Oct. 1, 2019 – Sept. 30, 2020)	\$ 203,159	\$ 1,017,229

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

**Exhibit A.2 -- Program Performance Measures** is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. *[Revised 6/6/2019]*

**Exhibit B.1 -- Program Budget and Narrative** is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. *[Revised 5/15/2019]*

**Exhibit B.2 -- Program Subgrantees** is deleted in its entirety and replaced with a new **Exhibit B.2 -- Program Subgrantees**. *[Revised 5/15/2019]*

**4.0 The following Terms and Conditions have been MODIFIED:**

4.1.2.3 For the Program Period of 10/1/2019 through 9/30/2020, the payment from the City to the Grantee shall not exceed \$203,159 (*Two Hundred Three Thousand One Hundred Fifty Nine dollars*).

**5.0 MBE/WBE goals were not established for this Agreement.**


**6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.**

**7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.**

**8.0 All other Agreement terms and conditions remain the same.**

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

**GRANTEE**

Signature: 

\_\_\_\_\_  
TEXAS RIOGRANDE LEGAL AID, INC.  
Robert Doggett, Executive Director  
301 S. Texas Ave.  
Mercedes, TX 78570

Date: 8/22/19

**CITY OF AUSTIN**

Signature: 

\_\_\_\_\_  
City of Austin  
Purchasing Office  
PO Box 1088  
Austin, TX 78767

Date: 10/23/19

**Program Performance Measures**

<i>Contract Start</i>	<i>Contract End</i>	<i>Period Performance Start</i>	<i>Period Performance End</i>
9/1/2015	9/30/2020	10/1/2019	9/30/2020

**Outputs**

<i>OP #</i>	<i>Output Measure Description</i>	<i>Period Goal</i>		
		<i>City</i>	<i>Other</i>	<i>Total</i>
1	Total Number of Unduplicated Clients Served	1651	7749	9400

<b>Contract Start</b>	<b>Contract End</b>	<b>Period Performance Start</b>	<b>Period Performance End</b>
9/1/2015	9/30/2020	10/1/2019	9/30/2020

<i>Outcomes</i>		<i>Total Program Goal</i>
<i>OC Item</i>	<i>Outcome Measure Description</i>	
1 Num	Number of households at risk of homelessness that maintain housing	878
1 Den	Number of households receiving assistance	942
1 Rate	Percent of households at risk of homelessness that maintain housing	93.21
2 Num	Number of individuals obtaining or maintaining public benefits	315
2 Den	Number of individuals in program	330
2 Rate	Percent of individuals who obtain or maintain public benefits	95.45

**Program Budget and Narrative**

Program Start 10/1/2019  
 Program End 9/30/2020

	City Share	Other	Total
<b>Salary plus Benefits</b>	<b>\$148,740.00</b>	<b>\$599,509.00</b>	<b>\$748,249.00</b>
General Operations Expenses	\$23,767.00	\$252,676.00	\$276,443.00
Program Subgrantees	\$30,652.00	\$24,848.00	\$55,500.00
Staff Travel	\$0.00	\$0.00	\$0.00
Conferences	\$0.00	\$0.00	\$0.00
<b>Operations SubTotal</b>	<b>\$54,419.00</b>	<b>\$277,524.00</b>	<b>\$331,943.00</b>
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00
Other Assistance	Please Specify	Please Specify	Please Specify
Other Assistance Amount	\$0.00	\$0.00	\$0.00
<b>Direct Assistance SubTotal</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Capital Outlay Amount</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$203,159.00</b>	<b>\$877,033.00</b>	<b>\$1,080,192.00</b>

**Detailed Budget Narrative****Salaries plus Benefits**

Partial salaries for housing and public benefits attorneys, housing and public benefits paralegals, administrative staff: Legal Secretary, Office Manager, Grants Manager, and Accountant.

**General Op Expenses**

Mortgage payment for the property at 4920 N. IH-35, Austin, Texas.

**Program Subgrantees**

Partial salaries and benefits for: Executive Director, 5 Housing Specialists, 1 Intake Worker, 1 technology support staff.

General Operating expenses: Includes Rent, Utilities, Office Supplies, Printings, Postage, and Telephone.

**Staff Travel****Conferences****Food and Beverage****Financial Assistance****Other Assistance****Capital Outlay**

---

	<b>Contract Term</b>
<b>Start Date</b>	9/1/2015
<b>End Date</b>	9/30/2020

***Subgrantee's Information***

***Name***

Austin Tenants Council

***Length of Term***

**Start Date** 10/1/2019

**End Date** 9/30/2020

**City of Austin Funded Amount** \$30,652.00

**Number of Clients to be Served:** 1399

***Services to be subcontracted***

In-house counseling, telephone counseling, and emergency mediation.





Amendment No. 5  
to  
Agreement No. NG150000037  
for  
Social Services  
between  
**TEXAS RIOGRANDE LEGAL AID, INC.**  
and the  
**CITY OF AUSTIN**

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is ***Two Hundred Three Thousand One Hundred Fifty Nine dollars (\$203,159)***. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 548,346
Amendment No. 1: Add funds to Agreement	\$ 15,800	\$ 564,146
Amendment No. 2: Add funds to Agreement and modify Exhibits	\$ 32,898	\$ 597,044
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 8,912	\$ 605,956
Amendment No. 4: Add funds to Agreement and modify Exhibits	\$ 4,955	\$ 610,911
Amendment No. 5: Exercise Extension Option #1 (Oct. 1, 2018 – Sept. 30, 2019)	\$ 203,159	\$ 814,070

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

**Exhibit A.2 -- Program Performance Measures** is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 6/6/2018]

**Exhibit B.1 -- Program Budget and Narrative** is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 6/13/2018]

**Exhibit B.2 -- Program Subgrantees** is deleted in its entirety and replaced with a new **Exhibit B.2 -- Program Subgrantees**. [Revised 7/18/2018]


- 4.0 The following Terms and Conditions have been MODIFIED:

4.1.2.3 For the Program Period of 10/1/2018 through 9/30/2019, the payment from the City to the Grantee shall not exceed \$203,159 (Two Hundred Three Thousand One Hundred Fifty Nine dollars).

- 5.0 MBE/WBE goals were not established for this Agreement.
- 6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.
- 7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.
- 8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

**GRANTEE**

Signature: 

\_\_\_\_\_  
TEXAS RIOGRANDE LEGAL AID, INC.  
Robert Doggett, Executive Director  
301 S. Texas Ave.  
Mercedes, TX 78570

Date: July 30, 2018

**CITY OF AUSTIN**

Signature: 

\_\_\_\_\_  
City of Austin  
Purchasing Office  
PO Box 1088  
Austin, TX 78767

Date: 09/12/18

**Program Performance Measures****Contract Start**  
9/1/2015**Contract End**  
9/30/2019**Period Performance Start**  
10/1/2018**Period Performance End**  
9/30/2019**Outputs**

<b>OP #</b>	<b>Output Measure Description</b>	<b>Period Goal</b>		
		<b>City</b>	<b>Other</b>	<b>Total</b>
1	Total Number of Unduplicated Clients Served	1651	7749	9400

**Program Performance Measures****Contract Start**  
9/1/2015**Contract End**  
9/30/2019**Period Performance Start**  
10/1/2018**Period Performance End**  
9/30/2019**Outcomes**

<b>OC Item</b>	<b>Outcome Measure Description</b>	<b>Total Program Goal</b>
1 Num	Number of households at risk of homelessness that maintain housing	878
1 Den	Number of households receiving assistance	942
1 Rate	Percent of households at risk of homelessness that maintain housing	93.21
2 Num	Number of individuals obtaining or maintaining public benefits	315
2 Den	Number of individuals in program	330
2 Rate	Percent of individuals who obtain or maintain public benefits	95.45

**Program Budget and Narrative**

Program Start 10/1/2018

Program End 9/30/2019

	<i>City Share</i>	<i>Other</i>	<i>Total</i>
<b>Salary plus Benefits</b>	<b>\$148,740.00</b>	<b>\$599,509.00</b>	<b>\$748,249.00</b>
General Operations Expenses	\$23,767.00	\$252,676.00	\$276,443.00
Program Subgrantees	\$30,652.00	\$24,848.00	\$55,500.00
Staff Travel	\$0.00	\$0.00	\$0.00
Conferences	\$0.00	\$0.00	\$0.00
<b>Operations SubTotal</b>	<b>\$54,419.00</b>	<b>\$277,524.00</b>	<b>\$331,943.00</b>
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00
Other Assistance	Please Specify	Please Specify	Please Specify
Other Assistance Amount	\$0.00	\$0.00	\$0.00
<b>Direct Assistance SubTotal</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Capital Outlay Amount</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$203,159.00</b>	<b>\$877,033.00</b>	<b>\$1,080,192.00</b>

**Detailed Budget Narrative****Salaries plus Benefits**

Partial salaries for housing and public benefits attorneys, housing and public benefits paralegals, administrative staff: Legal Secretary, Office Manager, Grants Manager, and Accountant

**General Op Expenses**

Mortgage payment for the property at 4920 N. IH-35, Austin, Texas

**Program Subgrantees**

Partial salaries and benefits for: Executive Director, 5 Housing Specialists, 1 Intake Worker, 1 technology support staff

General Operating expenses: Includes Rent, Utilities, Office Supplies, Printings, Postage, and Telephone

**Staff Travel****Conferences****Food and Beverage****Financial Assistance****Other Assistance****Capital Outlay**

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	<b>Contract Term</b>
<b>Start Date</b>	9/1/2015
<b>End Date</b>	9/30/2019

***Subgrantee's Information***

***Name***

Austin Tenants Council

***Length of Term***

**Start Date** 10/1/2018

**End Date** 9/30/2019

**City of Austin Funded Amount** \$30,652.00

**Number of Clients to be Served:** 1399

***Services to be subcontracted***

In-house counseling, telephone counseling, and emergency mediation.





Amendment No. 4  
to  
Agreement No. NG150000037  
for  
Social Services  
between  
**TEXAS RIOGRANDE LEGAL AID, INC.**  
and the  
**CITY OF AUSTIN**

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is **Four Thousand Nine Hundred Fifty Five dollars (\$4,955)**. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 548,346
Amendment No. 1: Add funds to Agreement	\$ 15,800	\$ 564,146
Amendment No. 2: Add funds to Agreement and modify Exhibits	\$ 32,898	\$ 597,044
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 8,912	\$ 605,956
Amendment No. 4: Add funds to Agreement and modify Exhibits	\$ 4,955	\$ 610,911

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

**Exhibit B.1 -- Program Budget and Narrative** is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 11/29/2017]

**Exhibit B.2 -- Program Subgrantees** is deleted in its entirety and replaced with a new **Exhibit B.2 -- Program Subgrantees**. [Revised 1/2/2018]

- 4.0 The following Terms and Conditions have been MODIFIED:

Section 4.1 **Agreement Amount**. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial 37 month term shall not exceed the amount approved by City Council, which is **\$610,911 (Six Hundred Ten Thousand Nine Hundred Eleven dollars)**, and \$203,159 (Two Hundred Three Thousand One Hundred Fifty Nine dollars) per 12 month extension option, for a total Agreement amount of \$1,220,388. Continuation of the Agreement beyond the initial 37

months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.

4.1.2.3 For the Program Period of 10/1/2017 through 9/30/2018, the payment from the City to the Grantee shall not exceed \$203,159 (Two Hundred Three Thousand One Hundred Fifty Nine dollars).

5.0 MBE/WBE goals were not established for this Agreement.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

**GRANTEE**

Signature:



TEXAS RIOGRANDE LEGAL AID, INC.  
Robert Doggett, Executive Director  
301 S. Texas Ave.  
Mercedes, TX 78570

Date: 1/10/2018

**CITY OF AUSTIN**

Signature:



City of Austin  
Purchasing Office  
PO Box 1088  
Austin, TX 78767

Date: 02/20/18



**Program Budget and Narrative**

	<b>1</b>	<b>Period 2</b>	<b>3</b>	<b>Contract Start Contract End</b>	<b>9/1/2015 9/30/2018</b>
Period Start Date	9/1/2015	10/1/2016	10/1/2017		
Period End Date	9/30/2016	9/30/2017	9/30/2018		
<b>Salary plus Benefits</b>	<b>\$140,072.00</b>	<b>\$144,528.00</b>	<b>\$148,740.00</b>		<b>\$433,340.00</b>
General Operations Expenses	\$23,768.00	\$23,767.00	\$23,767.00		\$71,302.00
Program Subgrantees	\$45,708.00	\$29,909.00	\$30,652.00		\$106,269.00
Staff Travel	\$0.00	\$0.00	\$0.00		\$0.00
Conferences	\$0.00	\$0.00	\$0.00		\$0.00
<b>Operations SubTotal</b>	<b>\$69,476.00</b>	<b>\$53,676.00</b>	<b>\$54,419.00</b>		<b>\$177,571.00</b>
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00		\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00		\$0.00
Other Assistance Amount	\$0.00	\$0.00	\$0.00		\$0.00
<b>Direct Assistance SubTotal</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Capital Outlay Amount</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Total</b>	<b>\$209,548.00</b>	<b>\$198,204.00</b>	<b>\$203,159.00</b>		<b>\$610,911.00</b>
Total Period Percentage	34.3	32.44	33.26		

**Detailed Budget Narrative**

<b>Salaries plus Benefits</b>	Partial salaries for housing and public benefits attorneys, housing and public benefits paralegals, administrative staff: Legal Secretary, Office Manager, Grants Manager, and Accountant
<b>General Op Expenses</b>	Mortgage payment for the property at 4920 N. IH-35, Austin, Texas.
<b>Program Subgrantees</b>	Partial salaries and benefits for: Executive Director, 5 Housing Specialists, 1 Intake Worker, 1 technology support staff.  General Operating expenses: Includes Rent, Utilities, Office Supplies, Printings, Postage, and Telephone.
<b>Staff Travel</b>	
<b>Conferences</b>	
<b>Food and Beverage</b>	
<b>Financial Assistance</b>	
<b>Other Assistance</b>	
<b>Capital Outlay</b>	

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	<i>Period</i>			<i>Contract</i>
	<i>1</i>	<i>2</i>	<i>3</i>	<i>Term</i>
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

***Subgrantee's Information***

***Name***

Austin Tenants Council

<i>Unduplicated Count</i>	1493	1399	1399	4291
<i>Amount</i>	\$45,708.00	\$29,909.00	\$30,652.00	\$106,269.00

***Length of Term***

*Start Date* 10/1/2015

*End Date* 9/30/2018

***Services to be subcontracted***

In-house counseling, telephone counseling, and emergency mediation.

**Applications Funded in Response to RFP EAD0116  
Self Sufficiency Social Services**

<b>Evaluation Score</b>	<b>Agency Name</b>	<b>Program Name</b>	<b>37-Month Funding</b>	<b>3, 12-Month Extension Options</b>	<b>Total Contract Amount</b>
118	Youth & Family Alliance (Lifeworks)	Collective Impact Continuum	\$2,428,800	\$809,600	\$4,857,600
115	Meals on Wheels and More	Meals on Wheels	\$1,302,849	\$434,283	\$2,605,698
115	Any Baby Can	Ready Families Collaborative (C-11)	\$4,459,737	\$1,486,579	\$8,919,474
115	Austin Child Guidance Center	Underserved Families Mental Health Program	\$536,376	\$178,792	\$1,072,752
114	Casa Marianella	Emergency Shelter	\$544,320	\$181,440	\$1,088,640
113	Communities in Schools	Case Management & Pebble Project	\$1,427,469	\$475,823	\$2,854,938
113	Travis County Domestic ... (SafePlace)	Expect Respect	\$494,760	\$164,920	\$989,520
113	Theatre Action Project (Creative Action)	Del Valle Collaborative Afterschool Program (C-3)	\$845,934	\$281,978	\$1,691,868
113	Family Eldercare	Living Well Collaborative (C-6)	\$514,764	\$171,588	\$1,029,528
111	Travis County Domestic ... (SafePlace)	Victim Services	\$2,166,000	\$722,000	\$4,332,000
111	Family Eldercare	Counseling Services	\$164,955	\$54,985	\$329,910
111	Caritas of Austin	BSS+ (C-12)	\$9,992,721	\$3,330,907	\$19,985,442
110	Austin Recovery	Self Sufficiency Continuum Services	\$1,371,249	\$457,083	\$2,742,498
110	Caritas of Austin	Mental and Behavioral Health Services	\$643,377	\$214,459	\$1,286,754
110	The ARC of the Capital Area	Family & Juvenile Transition Services	\$183,726	\$61,242	\$367,452
109	Family Eldercare	Money Management	\$210,000	\$70,000	\$420,000
109	Foundation Communities	Afterschool Summer Youth Program	\$420,000	\$140,000	\$840,000
109	Capital Area Food Bank	Food Bank Services	\$681,141	\$227,047	\$1,362,282
109	Foundation Communities	Tax Prep & Financial Programs	\$371,250	\$123,750	\$742,500
108	VinCare Services of Austin	Saint Louise House	\$273,000	\$91,000	\$546,000
107	Helping the Aging, Needy and Disabled (HAND)	Charitable Care/Sliding Scale	\$120,933	\$40,311	\$241,866
106	Samaritan Center	Whole Body Mental Health Services	\$285,390	\$95,130	\$570,780
106	Foundation for the Homeless	Family Rehousing Initiative	\$713,958	\$237,986	\$1,427,916
106	Austin Children's Shelter	Wrap Around Residential Program	\$264,600	\$88,200	\$529,200
105	Planned Parenthood	Sisters Saving Sisters Program	\$144,612	\$48,204	\$289,224
105	Family Eldercare	Medication Management	\$163,800	\$54,600	\$327,600

Evaluation Score	Agency Name	Program Name	37-Month Funding	3, 12-Month Extension Options	Total Contract Amount
105	Workforce Solutions	Workforce and Education Readiness Continuum (C-13)	\$7,520,967	\$2,506,989	\$15,041,934
104	Salvation Army	Pathways & Partnerships	\$681,864	\$227,288	\$1,363,728
103	Court Appointed Special Advocates (CASA)	Transitioning Youth Program	\$120,000	\$40,000	\$240,000
102	Goodwill Industries Central Texas	Ready to Work	\$2,095,977	\$698,659	\$4,191,954
99	Easter Seals	Housing Services, Early Childhood, Comprehensive Outpatient Rehab, Youth Leaving Services, Adult Services	\$1,002,735	\$334,245	\$2,005,470
97	African American Youth Harvest Foundation	Enrichment of Low Income Youth	\$489,774	\$163,258	\$979,548
97	Texas Riogrande Legal Aid	Legal Services	\$548,346	\$182,782	\$1,096,692
92	YWCA	YW Counseling & Referral Ctr (YWERC)	\$348,714	\$116,238	\$697,428
90	Austin ISD	Victory	\$615,600	\$205,200	\$1,231,200
82	Austin ISD	Primetime	\$1,921,833	\$640,611	\$3,843,666
82	Child Inc.	Early Steps to School Readiness Summer and After School Program	\$1,293,750	\$431,250	\$2,587,500
*	Council on At-Risk Youth (CARY)	Ounce of Prevention	\$480,000	\$160,000	\$960,000
*	River City Youth Foundation	Dove Springs	\$350,400	\$116,800	\$700,800
Total					\$96,391,362
* Council on At-Risk Youth (CARY) and River City Youth Foundation were disqualified from the RFA process by the Purchasing Office due to non-compliance with the solicitation requirements.					



Amendment No. 3  
to  
Contract No. NG150000037  
for  
Social Services  
between  
**TEXAS RIOGRANDE LEGAL AID, INC.**  
and the  
**CITY OF AUSTIN**

- 1.0 The City of Austin and the Contractor hereby agree to the contract revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is ***Eight Thousand Nine Hundred Twelve dollars (\$8,912)***. The total Agreement amount is recapped below:

Term	Contract Change Amount	Total Contract Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 548,346
Amendment No. 1: Add funds to Contract	\$ 15,800	\$ 564,146
Amendment No. 2: Add funds to Contract and modify Exhibits	\$ 32,898	\$ 597,044
Amendment No. 3: Add funds to Contract and modify Exhibits	\$ 8,912	\$ 605,956

- 3.0 The following changes have been made to the original contract EXHIBITS:

**Exhibit B.1 -- Program Budget and Narrative** is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 1/13/2017]

**Exhibit E – Business Associate Agreement** is added to the Agreement.

- 4.0 The following Terms and Conditions have been MODIFIED:

Section 1.2 **Responsibilities of the Grantee**. The Grantee shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Agreement Exhibits. The Grantee shall assure that all Agreement provisions are met by any Subgrantee performing services for the Grantee.

Section 4.1 **Agreement Amount**. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial 37 month term shall not exceed the amount approved by City Council, which is **\$605,956 (Six Hundred Five Thousand Nine Hundred Fifty Six dollars)**, and

\$198,204 (*One Hundred Ninety Eight Thousand Two Hundred and Four dollars*) per 12 month extension option, for a total Agreement amount of \$1,200,568. Continuation of the Agreement beyond the initial 37 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.

Section 4.1.1.2 Transfers between or among the approved budget categories in excess of 10% or more than \$50,000 will require the City Agreement Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.

- i. The Grantee must submit a Budget Revision Form to the City **prior** to the submission of the Grantee's first monthly billing to the City following the transfer.

Section 4.1.2 Payment to the Grantee shall be made in the following increments:

4.1.2.2 For the Program Period of 10/1/2016 through 9/30/2017, the payment from the City to the Grantee shall not exceed \$198,204 (*One Hundred Ninety Eight Thousand Two Hundred and Four dollars*);

4.1.2.3 For the Program Period of 10/1/2017 through 9/30/2018, the payment from the City to the Grantee shall not exceed \$198,204 (*One Hundred Ninety Eight Thousand Two Hundred and Four dollars*).

Section 4.3.1 All requests accepted and approved for payment by the City will be paid within 30 calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without the information required in Section 4.2 cannot be processed, will be returned to the Grantee, and City will make no payment in connection with such request.

Section 4.4 **Non-Appropriation.** The awarding or continuation of this Agreement is dependent upon the availability of funding and authorization by Council. The City's payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Grantee. The City shall provide the Grantee written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Agreement. In the event of non- or inadequate appropriation of funds, there will be no penalty or removal fees charged to the City.

Section 4.7.1 The City agrees to pay Grantee for services rendered under this Agreement and to reimburse Grantee for actual, eligible expenses incurred and paid in accordance with all terms and conditions of this Agreement. The City shall not be liable to Grantee for any costs incurred by Grantee which are not reimbursable as set forth in Section 4.8.

Section 4.7.4 The City shall not be liable to Grantee for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Grantee which were: a) incurred prior to the effective date of this Agreement or outside the Agreement period as referenced in Sections 4.1.2 and 4.8.1., or b) not billed to the City within 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

Section 4.7.6 Grantee shall deposit and maintain all funds received under this Agreement in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Agreement. The Grantee's accounting system must identify the specific expenditures, or portions of expenditures, against



which funds under this Agreement are disbursed. Grantee must be able to produce an accounting system-generated report of exact expenses or portions of expenses charged to the City for any given time period.

**Section 4.8.1 Reimbursement Only.** Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in Section 4.1.2, directly and specifically in the performance of this Agreement, and in conformance with the Agreement Exhibits. Grantee agrees that, unless otherwise specifically provided for in this Agreement, payment by the City under the terms of this Agreement is made on a reimbursement basis only; Grantee must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Agreement and subject to payment by the City. Expenses incurred during the Program Period may be paid up to 30 days after the end of the Program Period and included in the Final Payment Request for the Program Period, which shall be due no later than 5 p.m. CST 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

**Section 4.8.3** The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Agreement constitutes "written authorization." The item shall be specifically identified in the budget. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alteration, construction, or relocation of facilities
2. Cash payments, including cash equivalent gift cards such as Visa, MasterCard and American Express
3. Equipment and other capital expenditures.
4. Interest, other than mortgage interest as part of a pre-approved budget under this Agreement
5. Organization costs (costs in connection with the establishment or reorganization of an organization)
6. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over \$5,000
7. Selling and marketing
8. Travel/training outside Travis County

**Section 4.8.4** The following types of expenses are specifically **not allowable** with City funds under this Agreement. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alcoholic beverages
2. Bad debts
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
4. Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)
5. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
6. Deferred costs
7. Depreciation
8. Donations and contributions including donated goods or space
9. Entertainment costs, other than expenses related to client incentives
10. Fines and penalties (including late fees)
11. Fundraising and development costs
12. Goods or services for officers' or employees' personal use
13. Housing and personal living expenses for organization's officers or employees

14. Idle facilities and idle capacity
15. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
16. Lobbying or other expenses related to political activity
17. Losses on other agreements or casualty losses
18. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Agreement
19. Taxes, other than payroll and other personnel-related levies
20. Travel outside of the United States of America

Section 4.9.5 Grantee shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at <http://www.ckodm.com/austin/>, and required AFR Attachments, including a copy of the Grantee's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year to be due in conjunction with submission of the Grantee's annual financial audit report or financial review report as outlined in Section 4.12.4. If Grantee filed a Form 990 or Form 990EZ extension request, Grantee shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within 30 days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

Section 4.10.1 Grantee shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans with Disabilities Act; Conflict of Interest; Whistleblower; and Criminal Background Checks.

Section 4.11.2 The City expressly reserves the right to monitor client-level data related to services provided under this Agreement. If the Grantee asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided and is subject to acceptance by the City's Law Department.

Section 4.11.3 Grantee shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Agreement Term upon request following the receipt of the final report.

Section 4.12.2 If Grantee is not subject to the Single Audit Act, and expends \$750,000 or more during the Grantee's fiscal year, then Grantee shall have a full financial audit performed in accordance with Generally Accepted Auditing Standards (GAAS). If less than \$750,000 is expended, then a financial review is acceptable, pursuant to the requirements of this Agreement.

Section 4.12.4 Grantee must submit 1 Board-approved, bound hard copy of a complete financial audit report or financial review report, to include the original auditor Opinion Letter/Independent Auditor's Report within 270 calendar days of the end of Grantee's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report or financial review report must include the Management Letter/Internal Controls Letter, if one was issued by the auditor. Grantee may not submit electronic copies of financial audit reports or financial review reports to the City. Financial audit reports or financial review reports must be provided in hard copy, and either mailed or hand-delivered to the City.

Section 4.12.6 The City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review report to the Grantee's Board of Directors or a committee of the Board.



- i. Grantee's Board Chair must submit a signed and dated copy of the APH Board Certification form to the City as verification.

A signed and dated copy of the APH Board Certification form will be due to the City with the financial audit report/financial review report. The City will deem the financial audit report/financial review report incomplete if the Grantee fails to submit the Board Certification form, as required by this Section.

**Section 8.6 Business Continuity.** Grantee warrants that it has adopted a business continuity plan that describes how Grantee will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Grantee shall provide a copy of the plan to the City's Agreement Manager upon request at any time during the term of this Agreement, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document.

Section 8.21.1.4 require that all Subgrantees obtain and maintain, throughout the term of their Subagreement, insurance in the type required by this Agreement, and in amounts appropriate for the amount of the Subagreement, with the City being a named insured as its interest shall appear;

**5.0** The following Terms and Conditions have been ADDED to the Agreement:

Section 4.3.3.8 identification of previously reimbursed expenses determined to be unallowable after payment was made.

Section 4.10.2 Grantee shall provide the City with copies of revised Articles of Incorporation and Doing Business As (DBA) certificates (if applicable) within 14 calendar days of receipt of the notice of filing by the Secretary of State's office. Grantee shall provide the City with copies of revised By-Laws within 14 calendar days of their approval by the Grantee's governing body.

Section 8.6.1 Grantee agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes. Grantee participation includes assisting the City to provide disaster response and recovery assistance to individuals and families impacted by manmade or natural disasters.

Section 8.21.1.6 maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.

**Section 8.27 Public Information Act.** Grantee acknowledges that the City is required to comply with Chapter 552 of the Texas Government Code (Public Information Act). Under the Public Information Act, this Agreement and all related information within the City's possession or to which the City has access are presumed to be public and will be released unless the information is subject to an exception described in the Public Information Act.

**Section 8.28 HIPAA Standards.** As applicable, Grantee and Subgrantees are required to develop and maintain administrative safeguards to ensure the confidentiality of all protected client information, for both electronic and non-electronic records, as established in the Health Insurance Portability and Accountability Act (HIPAA) Standards CFR 160 and 164, and to comply with all other applicable federal, state, and local laws and policies applicable to the confidentiality of protected client information. Grantee must maintain HIPAA-compliant Business Associate agreements with each entity with which it may share any protected client information.

**8.28.1 Business Associate Agreement.** If performance of this Agreement involves the use or disclosure of Protected Health Information (PHI), as that term is defined in 45 C.F.R. §

160.103, then Grantee acknowledges and agrees to comply with the terms and conditions contained in the Business Associate Agreement, attached as Exhibit E.

**Section 8.29 Political and Sectarian Activity.** No portion of the funds received by the Grantee under this Agreement shall be used for any political activity (including, but not limited to, any activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat, or final content of legislation; or for any sectarian or religious purposes.

**Section 8.30 Culturally and Linguistically Appropriate Standards (CLAS).** The City is committed to providing effective, equitable, understandable and respectful quality care and services that are responsive to diverse cultural beliefs and practices, preferred languages, health literacy, and other communication needs. This commitment applies to services provided directly by the City as well as services provided through its Grantees. Grantee and its Subgrantees agree to implement processes and services in a manner that is culturally and linguistically appropriate and competent. Guidance on adopting such standards and practices are available at the U.S. Department of Health and Human Services Office of Minority Health's website at: <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6>.

In some instances, failure to provide language assistance services may have the effect of discriminating against persons on the basis of their natural origin. Guidelines for serving individuals with Limited English Proficiency (LEP) are available at <https://www.lep.gov/faqs/faqs.html>.

6.0 MBE/WBE goals were not established for this Contract.

7.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Contract.

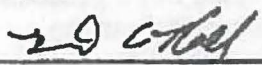
8.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

9.0 All other Contract terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

**CONTRACTOR**

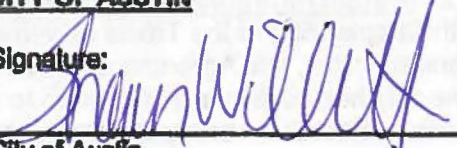
Signature: \_\_\_\_\_

  
TEXAS RIOGRANDE LEGAL AID, INC.  
David G. Hall, Executive Director  
300 S. Texas Blvd.  
Weslaco, TX 78596

Date: March 6, 2017

**CITY OF AUSTIN**

Signature: \_\_\_\_\_

  
City of Austin  
Purchasing Office  
PO Box 1088  
Austin, TX 78767

Date: 4/20/17

**Program Budget and Narrative**

	<i>1</i>	<i>Period 2</i>	<i>3</i>	<i>Contract Start Contract End</i>	<i>9/1/2015 9/30/2018</i>
<i>Period Start Date</i>	9/1/2015	10/1/2016	10/1/2017		
<i>Period End Date</i>	9/30/2016	9/30/2017	9/30/2018	<i>Total</i>	
<i>Salary plus Benefits</i>	\$140,072.00	\$144,528.00	\$144,528.00	\$429,128.00	
<i>General Operations Expenses</i>	\$23,768.00	\$23,767.00	\$23,767.00	\$71,302.00	
<i>Program Subcontractors</i>	\$45,708.00	\$29,909.00	\$29,909.00	\$105,526.00	
<i>Staff Travel</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Conferences</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Operations SubTotal</i>	\$69,476.00	\$53,676.00	\$53,676.00	\$176,828.00	
<i>Food and Beverages for Clients</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Financial Direct Assistance to Clients</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Other Assistance Amount</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Direct Assistance SubTotal</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Capital Outlay Amount</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Total</i>	\$209,548.00	\$198,204.00	\$198,204.00	\$605,956.00	
<i>Total Period Percentage</i>	34.58	32.71	32.71		

**Detailed Budget Narrative**

<i>Salaries plus Benefits</i>	<i>Partial salaries for housing and public benefits attorneys, housing and public benefits paralegals, administrative staff: Legal Secretary, Office Manager, Grants Manager, and Accountant.</i>
<i>General Op Expenses</i>	<i>Mortgage payment for the property at 4920 N. IH-35, Austin, Texas.</i>
<i>Program Subcontractors</i>	<i>Partial salaries and benefits for: Executive Director, 5 Housing Specialists, 1 Intake Worker, 1 technology support staff.</i>
	<i>General Operating expenses: Includes Rent, Utilities, Office Supplies, Printings, Postage, and Telephone.</i>
<i>Staff Travel</i>	
<i>Conferences</i>	
<i>Food and Beverage</i>	
<i>Financial Assistance</i>	
<i>Other Assistance</i>	
<i>Capital Outlay</i>	



## **BUSINESS ASSOCIATE AGREEMENT PROVISIONS**

This Business Associate Agreement (the "Agreement"), is made by and between the Grantee (Business Associate) and the City (Covered Entity) (collectively the "Parties") to comply with privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164 ("the Privacy Rule") and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C ("the Security Rule"), and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 and regulations promulgated there under and any applicable state confidentiality laws.

### **RECITALS**

WHEREAS, Business Associate provides services outlined in Exhibit A.1 to or on behalf of Covered Entity;

WHEREAS, in connection with these services, Covered Entity discloses to Business Associate certain protected health information that is subject to protection under the HIPAA Rules; and

WHEREAS, the HIPAA Rules require that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received, maintained, or transmitted in the course of providing services to or on behalf of Covered Entity.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- A. **Definitions.** Terms used herein, but not otherwise defined, shall have meaning ascribed by the Privacy Rule and the Security Rule.
1. **Breach.** "Breach" shall have the same meaning as the term "breach" in 45 C.F.R. §164.502.
  2. **Business Associate.** "Business Associate" shall have the same meaning as the term "business associate" in 45 C.F.R. §160.103 and in reference to the party to this agreement, shall mean Grantee.
  3. **Covered Entity.** "Covered Entity" shall have the same meaning as the term "covered entity" in 45 C.F.R. §160.103 and in reference to the party to this agreement shall mean The City of Austin.
  4. **Designated Record Set.** "Designated Record Set" shall mean a group of records maintained by or for a Covered Entity that is: (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about Individuals. For purposes of

this definition, the term "record" means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.

5. HIPAA Rules. The Privacy Rule and the Security Rule and amendments codified and promulgated by the HITECH Act are referred to collectively herein as "HIPAA Rules."
  6. Individual. "Individual" shall mean the person who is the subject of the protected health information.
  7. Incident. "Incident" means a potential or attempted unauthorized access, use, disclosure, modification, loss or destruction of PHI, which has the potential for jeopardizing the confidentiality, integrity or availability of the PHI.
  8. Protected Health Information ("PHI"). "Protected Health Information" or PHI shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of covered entity pursuant to this Agreement.
  9. Required by Law. "Required by Law" shall mean a mandate contained in law that compels a use or disclosure of PHI.
  10. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her Designee.
  11. Sensitive Personal Information. "Sensitive Personal Information" shall mean an individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: a) social security number; driver's license number or government-issued identification number; or account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account; or b) information that identifies an individual and relates to: the physical or mental health or condition of the individual; the provision of health care to the individual; or payment for the provision of health care to the individual.
  12. Subcontractor. "subcontractor" shall have the same meaning as the term "subcontractor" in 45 C.F.R. §160.103.
  13. Unsecured PHI. "Unsecured PHI" shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5.
- B. Purposes for which PHI May Be Disclosed to Business Associate. In connection with the services provided by Business Associate to or on behalf of Covered Entity described in this

Agreement, Covered Entity may disclose PHI to Business Associate for the purposes of providing a social service.

C. Obligations of Covered Entity. If deemed applicable by Covered Entity, Covered Entity shall:

1. provide Business Associate a copy of its Notice of Privacy Practices ("Notice") produced by Covered Entity in accordance with 45 C.F.R. 164.520 as well as any changes to such Notice;
2. provide Business Associate with any changes in, or revocation of, authorizations by Individuals relating to the use and/or disclosure of PHI, if such changes affect Business Associate's permitted or required uses and/or disclosures;
3. notify Business Associate of any restriction to the use and/or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI;
4. not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered entity;
5. notify Business Associate of any amendment to PHI to which Covered Entity has agreed that affects a Designated Record Set maintained by Business Associate;
6. if Business Associate maintains a Designated Record Set, provide Business Associate with a copy of its policies and procedures related to an Individual's right to: access PHI; request an amendment to PHI; request confidential communications of PHI; or request an accounting of disclosures of PHI; and,
7. direct, review and control notification made by the Business Associate of individuals of breach of their Unsecured PHI in accordance with the requirements set forth in 45 C.F.R. §164.404.

D. Obligations of Business Associate. Business Associate agrees to comply with applicable federal and state confidentiality and security laws, specifically the provisions of the HIPAA Rules applicable to business associates, including:

1. Use and Disclosure of PHI. Except as otherwise permitted by this Agreement or applicable law, Business Associate shall not use or disclose PHI except as necessary to provide Services described above to or on behalf of Covered Entity, and shall not use or disclose PHI that would violate the HIPAA Rules if used or disclosed by Covered Entity. Also, knowing that there are certain restrictions on disclosure of PHI. Provided, however, Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities. Business Associate shall in such cases:

- (a) provide information and training to members of its workforce using or disclosing PHI regarding the confidentiality requirements of the HIPAA Rules and this Agreement;
  - (b) obtain reasonable assurances from the person or entity to whom the PHI is disclosed that: (a) the PHI will be held confidential and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and (b) the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached; and
  - (c) agree to notify the designated Privacy Officer of Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules.
- 2. Data Aggregation. In the event that Business Associate works for more than one Covered Entity, Business Associate is permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Rules.
- 3. De-identified Information. Business Associate may use and disclose de-identified health information if written approval from the Covered Entity is obtained, and the PHI is de-identified in compliance with the HIPAA Rules. Moreover, Business Associate shall review and comply with the requirements defined under Section E. of this Agreement.
- 4. Safeguards.
  - (a) Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as Required by Law. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any paper or electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.
  - (b) Business Associate shall assure that all PHI be secured when accessed by Business Associate's employees, agents or subcontractor. Any access to PHI by Business Associate's employees, agents or subcontractors shall be limited to legitimate business needs while working with PHI. Any personnel changes by Business Associate, eliminating the legitimate business needs for employees, agents or contractors access to PHI – either by revision of duties or termination – shall be immediately reported to Covered Entity. Such reporting shall be made no later than the third business day after the personnel change becomes effective.

5. Minimum Necessary. Business Associate shall ensure that all uses and disclosures of PHI are subject to the principle of "minimum necessary use and disclosure," i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed; and, the use of limited data sets when possible.
6. Disclosure to Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor, Business Associate shall require the agent or subcontractor to agree to the same restrictions and conditions as apply to Business Associate under this Agreement. Business Associate shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.
7. Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of Covered Entity Business Associate agrees as follows:
  - (a) Individual Right to Copy or Inspection. Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about the Individual in that set as directed by Covered Entity to meet the requirements of 45 C.F.R. § 164.524. If the PHI is in electronic format, the Individual shall have a right to obtain a copy of such information in electronic format and, if the Individual chooses, to direct that an electronic copy be transmitted directly to an entity or person designated by the individual in accordance with HITECH section 13405 (c). Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible, but not later than 30 days following receipt of the request. Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline. The information shall be provided in the form or format requested if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged. If Covered Entity maintains the requested records, Covered Entity, rather than Business Associate shall permit access according to its policies and procedures implementing the Privacy Rule.



- (b) Individual Right to Amendment. Business Associate agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request and direction of Covered Entity pursuant to 45 C.F.R. §164.526. If Business Associate maintains a record in a Designated Record Set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an Individual's request to amend PHI only in conjunction with a determination by Covered Entity that the amendment is appropriate according to 45 C.F.R. §164.526.
- (c) Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI, whether PHI is paper or electronic format, in accordance with 45 C.F.R. §164.528 and HITECH Sub Title D Title VI Section 13405 (c), and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. Business Associate agrees to use its best efforts to assist Covered Entity in meeting this deadline but not later than 45 days following receipt of the request. Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any 12 month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI.
8. Internal Practices, Policies and Procedures. Except as otherwise specified herein, Business Associate shall make available its internal practices, books, records, policies and procedures relating to the use and disclosure of PHI, received from or on behalf of Covered Entity to the Secretary or his or her agents for the purpose of determining Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to Covered Entity. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by Covered Entity or the Secretary.
9. Notice of Privacy Practices. Business Associate shall abide by the limitations of Covered Entity's Notice of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.

10. Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.
11. Knowledge of HIPAA Rules. Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.
12. Information Incident Notification for PHI. Business Associate will report any successful Incident of which it becomes aware and at the request of the Covered Entity, will identify: the date of the Incident, scope of Incident, Business Associate's response to the Incident, and the identification of the party responsible for causing the Incident.
13. Information Breach Notification for PHI. Business Associate expressly recognizes that Covered Entity has certain reporting and disclosure obligations to the Secretary and the Individual in case of a security breach of unsecured PHI. Where Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses or discloses unsecured paper or electronic PHI, Business Associate immediately following the "discovery" (within the meaning of 45 C.F.R. §164.410(a)) of a breach of such information, shall notify Covered Entity of such breach. Initial notification of the breach does not need to be in compliance with 45 C.F.R. §164.404(c); however, Business Associate must provide Covered Entity with all information necessary for Covered Entity to comply with 45 C.F.R. §164.404(c) without reasonable delay, and in no case later than three days following the discovery of the breach. Business Associate shall be liable for the costs associated with such breach if caused by the Business Associate's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.
14. Breach Notification to Individuals. Business Associate's duty to notify Covered Entity of any breach does not permit Business Associate to notify those individuals whose PHI has been breached by Business Associate without the express written permission of Covered Entity to do so. Any and all notification to those individuals whose PHI has been breached shall be made by the Business Associate under the direction, review and control of Covered Entity. The Business Associate will notify the Covered Entity via telephone with follow-up in writing to include; name of individuals whose PHI was breached, information breached, date of breach, form of breach, etc. The cost of the notification will be paid by the Business Associate.
15. Information Breach Notification for Other Sensitive Personal Information. In addition to the reporting under Section D.12, Business Associate shall notify

Covered Entity of any breach of computerized Sensitive Personal Information (as determined pursuant to Title 11, subtitle B, chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code) to assure Covered Entity's compliance with the notification requirements of Title 11, Subtitle B, Chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code. Accordingly, Business Associate shall be liable for all costs associated with any breach caused by Business Associate's negligent or willful acts or omissions, or those negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.

- E. Permitted Uses and Disclosures by Business Associates. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Business Associates Agreement or in a Master Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. Also, Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with the HIPAA Rules.
1. Use. Business Associate will not, and will ensure that its directors, officers, employees, contractors and other agents do not, use PHI other than as permitted or required by Business Associate to perform the Services or as required by law, but in no event in any manner that would constitute a violation of the Privacy Standards or Security standards if used by Covered Entity.
  2. Disclosure. Business Associate will not, and will ensure that its directors, officers, employees, contractors, and other agents do not, disclose PHI other than as permitted pursuant to this arrangement or as required by law, but in no event disclose PHI in any manner that would constitute a violation of the Privacy Standards or Security Standards if disclosed by Covered Entity.
  3. Business Associate acknowledges and agrees that Covered Entity owns all right, title, and interest in and to all PHI, and that such right, title, and interest will be vested in Covered Entity. Neither Business Associate nor any of its employees, agents, consultants or assigns will have any rights in any of the PHI, except as expressly set forth above. Business Associate represents, warrants, and covenants that it will not compile and/or distribute analyses to third parties using any PHI without Covered Entity's express written consent.
- F. Application of Security and Privacy Provisions to Business Associate.
1. Security Measures. Sections 164.308, 164.310, 164.312 and 164.316 of Title 45 of the Code of Federal Regulations dealing with the administrative, physical and technical safeguards as well as policies, procedures and documentation requirements that apply to Covered Entity shall in the same manner apply to Business Associate. Any additional security requirements contained in Sub Title D of Title IV of the HITECH Act that apply to Covered Entity shall also apply to Business Associate. Pursuant to

the foregoing requirements in this section, the Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, has access to, or transmits. Business Associate will also ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect such information. Business Associate will ensure that PHI contained in portable devices or removable media is encrypted.

2. Annual Guidance. For the first year beginning after the date of the enactment of the HITECH Act and annually thereafter, the Secretary shall annually issue guidance on the most effective and appropriate technical safeguards for use in carrying out the sections referred to in subsection (a) and the security standards in subpart C of part 164 of title 45, Code of Federal Regulations. Business Associate shall, at their own cost and effort, monitor the issuance of such guidance and comply accordingly.
3. Privacy Provisions. The enhanced HIPAA privacy requirements including but not necessarily limited to accounting for certain PHI disclosures for treatment, restrictions on the sale of PHI, restrictions on marketing and fundraising communications, payment and health care operations contained Subtitle D of the HITECH Act that apply to the Covered entity shall equally apply to the Business Associate.
4. Application of Civil and Criminal Penalties. If Business Associate violates any security or privacy provision specified in subparagraphs (1) and (2) above, sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall apply to Business Associate with respect to such violation in the same manner that such sections apply to Covered Entity if it violates such provisions.

**G. Term and Termination.**

1. Term. This Agreement shall be effective as of the Effective Date and shall be terminated when all PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.
2. Termination for Cause. Upon Covered entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
  - a. Provide an opportunity for Business Associate to cure the breach within 30 days of written notice of such breach or end the violation and terminate this Agreement, whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
  - b. Immediately terminate this Agreement whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement if

Business associate has breached a material term of this Agreement and cure is not possible.

3. **Effect of Termination.** Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, maintained by Business Associate in any form. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI.

#### H. **Miscellaneous.**

1. **Indemnification.** To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' duties under this Agreement. This indemnity shall apply even if Covered Entity is alleged to be solely or jointly negligent or otherwise solely or jointly at fault; provided, however, that a trier of fact finds Covered Entity not to be solely or jointly negligent or otherwise solely or jointly at fault. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity.

Covered Entity shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of Business Associate. Covered Entity shall provide Business Associate with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist Business Associate in establishing a defense to such action.

These indemnities shall survive termination of this Agreement, and Covered Entity reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

2. **Mitigation.** If Business Associate violates this Agreement or either of the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such breach.
3. **Rights of Proprietary Information.** Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.
4. **Survival.** The respective rights and obligations of Business Associate under Section E.3 of this Agreement shall survive the termination of this Agreement.



5. Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed in Section 8.7 of the agreement between the City and Grantee or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt.
6. Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow Covered Entity to comply with the requirements of the HIPAA Rules.
7. Choice of Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Texas without regard to applicable conflict of laws principles.
8. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.
9. Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties.
10. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.
11. Equitable Relief. Any disclosure of misappropriation of PHI by Business Associate in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach, and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

12. Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.
13. No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not a party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.
14. Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.
15. Entire Agreement. This Agreement, together with all Exhibits, Riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the Exhibits, Riders, or amendments, the provisions of this Agreement shall control.
16. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules.
17. Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.



**Applications Funded in Response to RFP EAD0116**  
**Self Sufficiency Social Services**

<b>Evaluation Score</b>	<b>Agency Name</b>	<b>Program Name</b>	<b>37-Month Funding</b>	<b>3, 12-Month Extension Options</b>	<b>Total Contract Amount</b>
118	Youth & Family Alliance (Lifeworks)	Collective Impact Continuum	\$2,428,800	\$809,600	\$4,857,600
115	Meals on Wheels and More	Meals on Wheels	\$1,302,849	\$434,283	\$2,605,698
115	Any Baby Can	Ready Families Collaborative (C-11)	\$4,459,737	\$1,486,579	\$8,919,474
115	Austin Child Guidance Center	Underserved Families Mental Health Program	\$536,376	\$178,792	\$1,072,752
114	Casa Marianella	Emergency Shelter	\$544,320	\$181,440	\$1,088,640
113	Communities in Schools	Case Management & Pebble Project	\$1,427,469	\$475,823	\$2,854,938
113	Travis County Domestic ... (SafePlace)	Expect Respect	\$494,760	\$164,920	\$989,520
113	Theatre Action Project (Creative Action)	Del Valle Collaborative Afterschool Program (C-3)	\$845,934	\$281,978	\$1,691,868
113	Family Eldercare	Living Well Collaborative (C-6)	\$514,764	\$171,588	\$1,029,528
111	Travis County Domestic ... (SafePlace)	Victim Services	\$2,166,000	\$722,000	\$4,332,000
111	Family Eldercare	Counseling Services	\$164,955	\$54,985	\$329,910
111	Caritas of Austin	BSS+ (C-12)	\$9,992,721	\$3,330,907	\$19,985,442
110	Austin Recovery	Self Sufficiency Continuum Services	\$1,371,249	\$457,083	\$2,742,498
110	Caritas of Austin	Mental and Behavioral Health Services	\$643,377	\$214,459	\$1,286,754
110	The ARC of the Capital Area	Family & Juvenile Transition Services	\$183,726	\$61,242	\$367,452
109	Family Eldercare	Money Management	\$210,000	\$70,000	\$420,000
109	Foundation Communities	Afterschool Summer Youth Program	\$420,000	\$140,000	\$840,000
109	Capital Area Food Bank	Food Bank Services	\$681,141	\$227,047	\$1,362,282
109	Foundation Communities	Tax Prep & Financial Programs	\$371,250	\$123,750	\$742,500
108	VinCare Services of Austin	Saint Louise House	\$273,000	\$91,000	\$546,000
107	Helping the Aging, Needy and Disabled (HAND)	Charitable Care/Sliding Scale	\$120,933	\$40,311	\$241,866
106	Samaritan Center	Whole Body Mental Health Services	\$285,390	\$95,130	\$570,780
106	Foundation for the Homeless	Family Rehousing Initiative	\$713,958	\$237,986	\$1,427,916
106	Austin Children's Shelter	Wrap Around Residential Program	\$264,600	\$88,200	\$529,200
105	Planned Parenthood	Sisters Saving Sisters Program	\$144,612	\$48,204	\$289,224
105	Family Eldercare	Medication Management	\$163,800	\$54,600	\$327,600

Evaluation Score	Agency Name	Program Name	37-Month Funding	3, 12-Month Extension Options	Total Contract Amount
105	Workforce Solutions	Workforce and Education Readiness Continuum (C-13)	\$7,520,967	\$2,506,989	\$15,041,934
104	Salvation Army	Pathways & Partnerships	\$681,864	\$227,288	\$1,363,728
103	Court Appointed Special Advocates (CASA)	Transitioning Youth Program	\$120,000	\$40,000	\$240,000
102	Goodwill Industries Central Texas	Ready to Work	\$2,095,977	\$698,659	\$4,191,954
99	Easter Seals	Housing Services, Early Childhood, Comprehensive Outpatient Rehab, Youth Leaving Services, Adult Services	\$1,002,735	\$334,245	\$2,005,470
97	African American Youth Harvest Foundation	Enrichment of Low Income Youth	\$489,774	\$163,258	\$979,548
97	Texas Riogrande Legal Aid	Legal Services	\$548,346	\$182,782	\$1,096,692
92	YWCA	YW Counseling & Referral Ctr (YWERC)	\$348,714	\$116,238	\$697,428
90	Austin ISD	Victory	\$615,600	\$205,200	\$1,231,200
82	Austin ISD	Primetime	\$1,921,833	\$640,611	\$3,843,666
82	Child Inc.	Early Steps to School Readiness Summer and After School Program	\$1,293,750	\$431,250	\$2,587,500
*	Council on At-Risk Youth (CARY)	Ounce of Prevention	\$480,000	\$160,000	\$960,000
*	River City Youth Foundation	Dove Springs	\$350,400	\$116,800	\$700,800
Total					\$96,391,362

\* Council on At-Risk Youth (CARY) and River City Youth Foundation were disqualified from the RFA process by the Purchasing Office due to non-compliance with the solicitation requirements.



Amendment No. 2  
to  
Contract No. NG150000037  
for  
Social Services  
between  
**TEXAS RIOGRANDE LEGAL AID, INC.**  
and the  
**CITY OF AUSTIN**

- 1.0 The City of Austin and the Contractor hereby agree to the contract revisions listed below.
- 2.0 The total amount for this Amendment to the Contract is **Thirty Two Thousand Eight Hundred Ninety Eight dollars (\$32,898)**. The total Contract amount is recapped below:

Term	Contract Change Amount	Total Contract Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 548,346
Amendment No. 1: Add funds to Contract	\$ 15,800	\$ 564,146
Amendment No. 2: Add funds to Contract and modify Exhibits	\$ 32,898	\$ 597,044

- 3.0 The following changes have been made to the original contract EXHIBITS:

**Exhibit A.2 -- Program Performance Measures** is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 3/14/2016]

**Exhibit B.1 -- Program Budget and Narrative** is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 3/17/2016]

**Exhibit B.2 -- Program Subcontractors** is deleted in its entirety and replaced with a new **Exhibit B.2 -- Program Subcontractors**. [Revised 3/14/2016]

- 4.0 The following contract TERMS and CONDITIONS have been revised:

**Section 4.1 [Contract Amount]**. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Contract, the maximum amount payable by the City under this Contract for the initial thirty-seven (37) month term shall not exceed the amount approved by City Council, which is **\$597,044 (Five Hundred Ninety Seven Thousand and Forty Four dollars)**, and **\$193,748 (One Hundred Ninety Three Thousand Seven Hundred Forty Eight dollars)** per twelve (12) month extension option, for a total Contract amount of \$1,178,288. Continuation of the

Contract beyond the initial thirty-seven (37) months is specifically contingent upon the availability and allocation of funding by City Council.

**Section 4.1.2** Payment to the Grantee shall be made in the following increments:

4.1.2.1 For the Program Period of September 1, 2015 through September 30, 2016, the payment from the City to the Grantee shall not exceed \$209,548 (Two Hundred Nine Thousand Five Hundred Forty Eight dollars);

4.1.2.2 For the Program Period of October 1, 2016 through September 30, 2017, the payment from the City to the Grantee shall not exceed \$193,748 (One Hundred Ninety Three Thousand Seven Hundred Forty Eight dollars);

4.1.2.3 For the Program Period of October 1, 2017 through September 30, 2018, the payment from the City to the Grantee shall not exceed \$193,748 (One Hundred Ninety Three Thousand Seven Hundred Forty Eight dollars).

5.0 MBE/WBE goals were not established for this Contract.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Contract.

7.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Contract terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Contract.

**CONTRACTOR**

Signature:



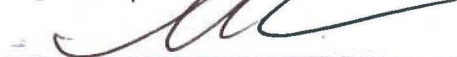
TEXAS RIOGRANDE LEGAL AID, INC.

David G. Hall, Executive Director  
300 S. Texas Blvd. *by Raul H. D. Sanchez*  
Weslaco, TX 78596  
*Deputy Director*

Date: March 28, 2016

**CITY OF AUSTIN**

Signature:



City of Austin  
Purchasing Office  
PO Box 1088  
Austin, TX 78767

Date: 06-17-2016

**Program Performance Measures**

		<i>Period</i>			<i>Contract Term</i>
		<i>1</i>	<i>2</i>	<i>3</i>	
	<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
	<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

<i>Outputs</i>		<i>Period</i>			<i>Contract Term **</i>
		<i>1</i>	<i>2*</i>	<i>3*</i>	

*ID Output Measure Description*

1	Total Number of Unduplicated Clients Served	1651	1651	1651	4745
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<i>Outcomes</i>		<i>Period</i>			<i>Contract Term **</i>
		<i>1</i>	<i>2*</i>	<i>3*</i>	

*ID Outcome Measure Description*

	Number of households at risk of homelessness that maintain housing	878	878	878	2391
1A	Number of households receiving assistance	942	942	942	2570
	Percent of households at risk of homelessness that maintain housing	93.21	93.21	93.21	93.04
	Number of individuals obtaining or maintaining public benefits	315	315	315	851
2B	Number of individuals in program	330	330	330	891
	Percent of individuals who obtain or maintain public benefits	95.45	95.45	95.45	95.51

\* Goal Served May Include Carry-Over From Previous Period

\*\* Goal Served Spans Contract Term / May Not Include Carry-Over / Clients Served Must Be &lt; or = Sum of Periods)

Created: 3/23/2015 10:39:00 AM Last Modified, If Applicable: 3/14/2016 11:34:00 AM



**Program Budget and Narrative**

	<i>1</i>	<i>Period 2</i>	<i>3</i>	<i>Contract Start Contract End</i>	<i>9/1/2015 9/30/2018</i>
<i>Period Start Date</i>	<b>9/1/2015</b>	<b>10/1/2016</b>	<b>10/1/2017</b>		
<i>Period End Date</i>	<b>9/30/2016</b>	<b>9/30/2017</b>	<b>9/30/2018</b>	<b>Total</b>	
<i>Salary plus Benefits</i>	<b>\$140,072.00</b>	<b>\$140,072.00</b>	<b>\$140,072.00</b>	<b>\$420,216.00</b>	
<i>General Operations Expenses</i>	\$23,768.00	\$23,767.00	\$23,767.00	\$71,302.00	
<i>Program Subcontractors</i>	\$45,708.00	\$29,909.00	\$29,909.00	\$105,526.00	
<i>Staff Travel</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Conferences</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Operations SubTotal</i>	<b>\$69,476.00</b>	<b>\$53,676.00</b>	<b>\$53,676.00</b>	<b>\$176,828.00</b>	
<i>Food and Beverages for Clients</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Financial Direct Assistance to Clients</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Other Assistance Amount</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Direct Assistance SubTotal</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<i>Capital Outlay Amount</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<b>Total</b>	<b>\$209,548.00</b>	<b>\$193,748.00</b>	<b>\$193,748.00</b>	<b>\$597,044.00</b>	
<i>Total Period Percentage</i>	35.1	32.45	32.45		

**Detailed Budget Narrative**

<b>Salaries plus Benefits</b>	83.40% FTE salaries of 6 housing and public benefits attorneys. 78.50% FTE salaries of 6 housing and public benefits paralegals 37.60% FTE salaries of 4 administrative staff: Legal Secretary, Office Manager, Grants Manager, and Accountant.
<b>General Op Expenses</b>	Mortgage payment for the property at 4920 N. IH-35, Austin, Texas.
<b>Program Subcontractors</b>	Partial salaries and benefits for: Executive Director, 5 Housing Specialists, 1 Intake Worker, 1 technology support staff.  General Operating expenses: Includes Rent, Utilities, Office Supplies, Printings, Postage, and Telephone.
<b>Staff Travel</b>	
<b>Conferences</b>	
<b>Food and Beverage</b>	
<b>Financial Assistance</b>	
<b>Other Assistance</b>	
<b>Capital Outlay</b>	

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	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

***Subcontractor's Information***

***Name***

Austin Tenants Council

<i>Unduplicated Count</i>	1493	1399	1399	4291
<i>Amount</i>	\$45,709.00	\$29,909.00	\$29,909.00	\$105,527.00

***Length of Term***

*Start Date* 10/1/2015

*End Date* 9/30/2018

***Services to be subcontracted***

In-house counseling, telephone counseling, and emergency mediation.



**Applications Funded in Response to RFP EAD0116**  
**Self Sufficiency Social Services**

<b>Evaluation Score</b>	<b>Agency Name</b>	<b>Program Name</b>	<b>37-Month Funding</b>	<b>3, 12-Month Extension Options</b>	<b>Total Contract Amount</b>
118	Youth & Family Alliance (Lifeworks)	Collective Impact Continuum	\$2,428,800	\$809,600	\$4,857,600
115	Meals on Wheels and More	Meals on Wheels	\$1,302,849	\$434,283	\$2,605,698
115	Any Baby Can	Ready Families Collaborative (C-11)	\$4,459,737	\$1,486,579	\$8,919,474
115	Austin Child Guidance Center	Underserved Families Mental Health Program	\$536,376	\$178,792	\$1,072,752
114	Casa Marianella	Emergency Shelter	\$544,320	\$181,440	\$1,088,640
113	Communities in Schools	Case Management & Pebble Project	\$1,427,469	\$475,823	\$2,854,938
113	Travis County Domestic ... (SafePlace)	Expect Respect	\$494,760	\$164,920	\$989,520
113	Theatre Action Project (Creative Action)	Del Valle Collaborative Afterschool Program (C-3)	\$845,934	\$281,978	\$1,691,868
113	Family Eldercare	Living Well Collaborative (C-6)	\$514,764	\$171,588	\$1,029,528
111	Travis County Domestic ... (SafePlace)	Victim Services	\$2,166,000	\$722,000	\$4,332,000
111	Family Eldercare	Counseling Services	\$164,955	\$54,985	\$329,910
111	Caritas of Austin	BSS+ (C-12)	\$9,992,721	\$3,330,907	\$19,985,442
110	Austin Recovery	Self Sufficiency Continuum Services	\$1,371,249	\$457,083	\$2,742,498
110	Caritas of Austin	Mental and Behavioral Health Services	\$643,377	\$214,459	\$1,286,754
110	The ARC of the Capital Area	Family & Juvenile Transition Services	\$183,726	\$61,242	\$367,452
109	Family Eldercare	Money Management	\$210,000	\$70,000	\$420,000
109	Foundation Communities	Afterschool Summer Youth Program	\$420,000	\$140,000	\$840,000
109	Capital Area Food Bank	Food Bank Services	\$681,141	\$227,047	\$1,362,282
109	Foundation Communities	Tax Prep & Financial Programs	\$371,250	\$123,750	\$742,500
108	VinCare Services of Austin	Saint Louise House	\$273,000	\$91,000	\$546,000
107	Helping the Aging, Needy and Disabled (HAND)	Charitable Care/Sliding Scale	\$120,933	\$40,311	\$241,866
106	Samaritan Center	Whole Body Mental Health Services	\$285,390	\$95,130	\$570,780
106	Foundation for the Homeless	Family Rehousing Initiative	\$713,958	\$237,986	\$1,427,916
106	Austin Children's Shelter	Wrap Around Residential Program	\$264,600	\$88,200	\$529,200
105	Planned Parenthood	Sisters Saving Sisters Program	\$144,612	\$48,204	\$289,224
105	Family Eldercare	Medication Management	\$163,800	\$54,600	\$327,600

Evaluation Score	Agency Name	Program Name	37-Month Funding	3, 12-Month Extension Options	Total Contract Amount
105	Workforce Solutions	Workforce and Education Readiness Continuum (C-13)	\$7,520,967	\$2,506,989	\$15,041,934
104	Salvation Army	Pathways & Partnerships	\$681,864	\$227,288	\$1,363,728
103	Court Appointed Special Advocates (CASA)	Transitioning Youth Program	\$120,000	\$40,000	\$240,000
102	Goodwill Industries Central Texas	Ready to Work	\$2,095,977	\$698,659	\$4,191,954
99	Easter Seals	Housing Services, Early Childhood, Comprehensive Outpatient Rehab, Youth Leaving Services, Adult Services	\$1,002,735	\$334,245	\$2,005,470
97	African American Youth Harvest Foundation	Enrichment of Low Income Youth	\$489,774	\$163,258	\$979,548
97	Texas Riogrande Legal Aid	Legal Services	\$548,346	\$182,782	\$1,096,692
92	YWCA	YW Counseling & Referral Ctr (YWERC)	\$348,714	\$116,238	\$697,428
90	Austin ISD	Victory	\$615,600	\$205,200	\$1,231,200
82	Austin ISD	Primetime	\$1,921,833	\$640,611	\$3,843,666
82	Child Inc.	Early Steps to School Readiness Summer and After School Program	\$1,293,750	\$431,250	\$2,587,500
*	Council on At-Risk Youth (CARY)	Ounce of Prevention	\$480,000	\$160,000	\$960,000
*	River City Youth Foundation	Dove Springs	\$350,400	\$116,800	\$700,800
Total					\$96,391,362
* Council on At-Risk Youth (CARY) and River City Youth Foundation were disqualified from the RFA process by the Purchasing Office due to non-compliance with the solicitation requirements.					

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**CITY OF AUSTIN, TEXAS**  
Purchasing Office  
**REQUEST FOR APPLICATION (RFA)**

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**SOLICITATION NO:** EAD0116

**DATE ISSUED:** 2/24/14

**COMMODITY CODE:** 95243

**FOR CONTRACTUAL AND TECHNICAL  
ISSUES CONTACT THE FOLLOWING  
AUTHORIZED CONTACT PERSON:**

Erin D'Vincent

Senior Buyer

**Phone:** (512) 972-4017

**E-Mail:** [Erin.D'Vincent@austintexas.gov](mailto:Erin.D'Vincent@austintexas.gov)

Questions regarding the RFA shall be sent to  
[CityHSRFA2014@austintexas.gov](mailto:CityHSRFA2014@austintexas.gov)

**COMMODITY/SERVICE DESCRIPTION:** Self Sufficiency Social  
Services

**NON-MANDATORY PRE-PROPOSAL CONFERENCE DATE AND  
TIME OPTION ONE:** 3/5/14, 2 PM – 4 PM, local time

**LOCATION:** Rutherford Lane Campus, Building 1 Auditorium  
1520 Rutherford Lane, Austin, TX 78754

**NON-MANDATORY PRE-PROPOSAL CONFERENCE DATE AND  
TIME OPTION TWO:** 3/19/14, 9 AM – 11 AM, local time

**LOCATION:** Rutherford Lane Campus, Building 1 Auditorium  
1520 Rutherford Lane, Austin, TX 78754

**APPLICATION DUE PRIOR TO:** 4/24/14, 11 AM, local time

**APPLICATION CLOSING TIME AND DATE:** 4/24/14, 11 AM, local  
time

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 308, AUSTIN, TEXAS 78701

**All documents shall be submitted the address below:**

City of Austin, Purchasing Office
Municipal Building
124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78701
Reception Phone: (512) 974-2500

Please note, you should have two sealed envelopes with your Offer. All Offers that are not submitted in separate, sealed envelopes or containers will not be considered. Your Offer should consist of a sealed envelope or container with your Threshold Review Checklist and all accompanying documents and a separate sealed envelope or container with your Application and electronic copies.

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**SUBMIT 1 ORIGINAL AND 6 ELECTRONIC COPIES OF YOUR RESPONSE ON A CD OR  
FLASH DRIVE**

**\*\*\*SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT\*\*\***

**This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.**

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SCOPE OF WORK	10
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	14
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
0610	APPLICATION THRESHOLD CHECKLIST	1
0615	CONNECTION TO THE GOALS AND CATEGORIES	1
0620	CLIENT ELIGIBILITY REQUIREMENTS	4
0625	HOMELESS HOUSING HABILITY STANDARDS	1
0630	HOMELESS MANAGEMENT INFORMATION SYSTEMS	1
0635	DEFINING EVIDENCE GUIDLINE	1
0640	PROGRAM PERFORMANCE MEASURES AND GOALS	1
0645	PROGRAM STAFF POSITIONS AND TIME	1
0650	PROGRAM BUDGET AND NARRATIVE	4
0655	PROGRAM FUNDING SUMMARY	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

**\* Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

**If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.**

**I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

**If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.**

**The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.**

Company Name: Texas RioGrande Legal Aid, Inc.

Federal Tax ID No.: [REDACTED]

Printed Name of Officer or Authorized Representative: David G. Hall

Title: Executive Director

Signature of Officer or Authorized Representative: 

E-Mail Address: dhall@trla.org

Phone Number: 956-447-4800 (main) 4820 (direct)

**\* Application response must be submitted with this Offer sheet to be considered for award**





**CONTRACT BETWEEN  
THE CITY OF AUSTIN  
AND  
TEXAS RIOGRANDE LEGAL AID, INC.  
FOR  
SOCIAL SERVICES**

**CONTRACT NO. N150000037**

**CONTRACT AMOUNT: \$548,346**

This Contract is made by and between the City of Austin ("the City") acting by and through its Health and Human Services Department ("HHSD"), a home-rule municipality incorporated by the State of Texas, and Texas RioGrande Legal Aid, Inc. ("Contractor"), a Texas non-profit corporation, having offices at 300 S Texas Blvd. Weslaco, TX 78596.

**SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES**

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in the attached Contract Exhibits.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Contract Exhibits. The Contractor shall assure that all Contract provisions are met by the Subcontractor.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Program Work Statement. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all requests for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports. The Contract Manager's oversight of the Contractor's activities shall be for the City's benefit and shall not imply or create any partnership or joint venture as between the City and the Contractor.

1.4 **Designation of Key Personnel.** The City's Contract Manager for this Contract, to the extent stated in the preceding section 1.3, shall be responsible for oversight and monitoring of Contractor's performance under this Contract as needed to represent the City's interest in the Contractor's performance.

1.4.1 The City's Contract Manager, Michelle Friedman or designee:

- may meet with Contractor to discuss any operational issues or the status of the services or work to be performed; and

- shall promptly review all written reports submitted by Contractor, determine whether the reports comply with the terms of this Contract, and give Contractor timely feedback on the adequacy of progress and task reports or necessary additional information.

1.4.2 Contractor's Contract Manager, D'Ann Johnson, Austin Branch Manager, or designee, shall represent the Contractor with regard to performance of this Contract and shall be the designated point of contact for the City's Contract Manager.

1.4.3 If either party replaces its Contract Manager, that party shall promptly send written notice of the change to the other party. The notice shall identify a qualified and competent replacement and provide contact information.

## **SECTION 2. TERM**

2.1 **Term of Contract.** The Contract shall be in effect for a term of thirty seven (37) months beginning September 1, 2015 and ending September 30, 2018, and may be extended thereafter for up to three (3) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or their designee.

2.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed upon in writing).

## **SECTION 3. PROGRAM WORK STATEMENT**

3.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all services described in the attached Contract Exhibits in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

## **SECTION 4. COMPENSATION AND REPORTING**

4.1 **Contract Amount.** The Contractor acknowledges and agrees that, notwithstanding any other provision of this Contract, the maximum amount payable by the City under this Contract for the initial thirty seven (37) month term shall not exceed the amount approved by City Council, which is **\$548,346 (Five Hundred Forty Eight Thousand Three Hundred Forty Six dollars)**, and **\$182,782 (One Hundred Eighty Two Thousand Seven Hundred Eighty Two dollars)** per twelve (12) month extension option, for a total Contract amount of \$1,096,692. Continuation of the Contract beyond the initial thirty seven (37) months is specifically contingent upon the availability and allocation of funding by City Council.

4.1.1 The Contractor shall expend City funds according to the approved budget categories described in Exhibit B.1, Program Budget and Narrative.

4.1.1.1 **Budget Revision:** The Contractor may make transfers between or among budget categories with the City Contract Manager's prior approval, provided that:

- i. The cumulative amount of the transfers between direct budget categories (Personnel, Operating Expenses, Direct Assistance and/or Equipment/Capital Outlay) is not more than 10% of the program period total –or– \$50,000, whichever is less;
- ii. the transfer will not increase or decrease the total monetary obligation of the City under this Contract; and
- iii. the transfers will not change the nature, performance level, or scope of the program funded under this Contract.

4.1.1.2 Transfers between or among budget categories in excess of 10% will require the City Contract Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.

- i. The CONTRACTOR must submit a Budget Revision Form to the City **prior** to the submission of the CONTRACTOR'S first monthly billing to the City following the transfer.

4.1.2 Payment to the Contractor shall be made in the following increments:

4.1.2.1 For the Program Period of September 1, 2015 through September 30, 2016, the payment from the City to the Contractor shall not exceed \$182,782 (*One Hundred Eighty Two Thousand Seven Hundred Eighty Two dollars*);

4.1.2.2 For the Program Period of October 1, 2016 through September 30, 2017, the payment from the City to the Contractor shall not exceed \$182,782 (*One Hundred Eighty Two Thousand Seven Hundred Eighty Two dollars*);

4.1.2.3 For the Program Period of October 1, 2017 through September 30, 2018, the payment from the City to the Contractor shall not exceed \$182,782 (*One Hundred Eighty Two Thousand Seven Hundred Eighty Two dollars*).

#### 4.2 **Requests for Payment.**

Payment to the Contractor shall be due thirty (30) calendar days following receipt by the City of Contractor's fully and accurately completed "Payment Request" and "Monthly Expenditure Report", using forms at <http://www.ckodm.com/austin/>. The payment request and expenditure report must be submitted to the City no later than 5:00 p.m. Central Time fifteen (15) calendar days following the end of the month covered by the request and expenditure report. **If the fifteenth (15<sup>th</sup>) calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the payment request and expenditure report is extended to no later than 5:00 p.m. Central Time of the first (1<sup>st</sup>) weekday immediately following the weekend or holiday.** Contractor must provide the City with supporting documentation for each monthly Payment Request which includes, but not limited to, a report of City contract expenditures generated from the Contractor's financial management system. Examples of appropriate supporting documentation **MAY** include, but are not limited to:

- General Ledger Detail report from the contractor's financial management system
- Profit & Loss Detail report from the contractor's financial management system
- Check ledger from the contractor's financial management system
- Payroll reports and summaries, including salary allocation reports and signed timesheets
- Receipts and invoices
- Copies of checks and bank statements showing transactions as cleared

**The City retains right of final approval of any supporting documentation submitted before a Payment Request is approved for processing. Failure to provide supporting documentation acceptable to the City may result in delay or rejection of the Payment Request. The City reserves the right to modify the required supporting documentation, as needed.**

4.2.1 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

4.2.2 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

#### 4.3 **Payment.**

4.3.1 All requests for payment received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without all required information cannot be processed and will be returned to the Contractor.

4.3.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

4.3.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of;

4.3.3.1 delivery of unsatisfactory services by the Contractor;



4.3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

4.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment,

4.3.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

4.3.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

4.3.3.6 failure of the Contractor to submit proper payment requests and expenditure reports with all required attachments and supporting documentation;

4.3.3.7 failure of the Contractor to comply with any material provision of the Contract; or

4.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City. Payment will be made by check unless the parties mutually agree to payment by electronic transfer of funds.

- 4.4 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non- or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 4.5 **Travel Expenses.** All approved travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

- 4.6 **Final Payment and Close-Out.**

4.6.1 The making and acceptance of final payment will constitute:

4.6.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, regardless of when the cause for a claim is discovered (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

4.6.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

- 4.7 **Financial Terms.**

4.7.1 The City agrees to pay Contractor for services rendered under this Contract and to reimburse Contractor for actual, eligible expenses incurred and billed in accordance with all terms

and conditions of this Contract. The City shall not be liable to Contractor for any costs incurred by Contractor which are not reimbursable as set forth in Section 4.8.

4.7.2 The City's obligation to pay is subject to the timely receipt of complete and accurate reports as set forth in Section 4.9 and any other deliverable required under this Contract.

4.7.3 Payments to the Contractor will immediately be suspended upon the occasion of any late, incomplete, or inaccurate report, audit, or other required report or deliverable under this Contract, and payments will not be resumed until the Contractor is in full compliance.

4.7.4 The City shall not be liable to Contractor for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Contractor which were: a) incurred prior to the effective date of this Contract, or b) not billed to the City within sixty (60) calendar days following termination date of this Contract.

4.7.5 Contractor agrees to refund to the City any funds paid under this Contract which the City determines have resulted in overpayment to Contractor or which the City determines have not been spent by Contractor in accordance with the terms of this Contract. Refunds shall be made by Contractor within thirty (30) calendar days after a written refund request is submitted by the City. The City may, at its discretion, offset refunds due from any payment due Contractor, and the City may also deduct any loss, cost, or expense caused by Contractor from funds otherwise due.

4.7.6 Contractor shall deposit and maintain all funds received under this Contract in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Contract. The Contractor's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Contract are disbursed.

4.7.7 Contractor is required to utilize an online contract management system for billing and reporting in accordance with the City's guidelines, policies, and procedures. Contractor is responsible for all data entered/edited under its unique username, as well as all required but omitted data.

4.7.8 Contractor shall expend the City budget in a reasonable manner in relation to contract time elapsed and/or contract program service delivery schedule. If cumulative expenditures are not within acceptable amounts, the City may require the Contractor to: 1) submit an expenditure plan, and/or 2) amend the contract budget amount to reflect projected expenditures, as determined by the City.

#### 4.8 **Allowable and Unallowable Costs.**

The City shall make the final determination of whether a cost is allowable or unallowable under this Contract.

4.8.1 **Reimbursement Only.** Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in Section 4.1.2, directly and specifically in the performance of this Contract, and in conformance with the Contract Exhibits. Contractor agrees that, unless otherwise specifically provided for in this Contract, payment by the City under the terms of this Contract is made on a reimbursement basis only; Contractor must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Contract and subject to payment by the City.

4.8.2 To be allowable under this Contract, a cost must meet all of the following general criteria:

1. Be reasonable for the performance of the activity under the Contract.
2. Conform to any limitations or exclusions set forth in this Contract.
3. Be consistent with policies and procedures that apply uniformly to both government-financed and other activities of the organization.
4. Be determined and accounted in accordance with generally accepted accounting principles (GAAP).



5. Be adequately documented.

4.8.3 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Contract constitutes "written authorization". The item shall be specifically identified in the budget.

1. Alteration, construction, or relocation of facilities
2. Depreciation.
3. Equipment and other capital expenditures.
4. Interest, other than mortgage interest as part of a pre-approved budget under this Contract
5. Organization costs (costs in connection with the establishment or reorganization of an organization)
6. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Contract
7. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over five thousand dollars (\$5,000)
8. Selling and marketing
9. Travel/training outside Travis County

4.8.4 The following types of expenses are specifically **not allowable** with City funds under this Contract:

1. Alcoholic beverages
2. Bad debts
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
4. Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)
5. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
6. Deferred costs
7. Donations and contributions including donated goods or space
8. Entertainment costs
9. Fines and penalties (including late fees)
10. Fundraising and development costs
11. Goods or services for officers' or employees' personal use
12. Housing and personal living expenses for organization's officers or employees
13. Idle facilities and idle capacity
14. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
15. Lobbying or other expenses related to political activity
16. Losses on other agreements or contracts or casualty losses
17. Taxes, other than payroll and other personnel-related levies

4.9 **Reports.**

4.9.1 Contractor must submit a fully and accurately completed "Payment Request" and "Monthly Expenditure Report" to the City's Contract Manager using the forms shown at <http://www.ckodm.com/austin/> by the deadline outlined in section 4.2. Contractor must provide complete and accurate supporting documentation. Upon receipt and approval by the City of each complete and accurate Payment Request and Monthly Expenditure Report, the City shall process payment to the Contractor of an amount equal to the City's payment obligations, subject to deduction for any unallowable costs.

4.9.2 Contractor shall submit a quarterly performance report using the format and method specified by the City no later than fifteen (15) calendar days following each calendar quarter. If the fifteenth (15<sup>th</sup>) calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the quarterly performance report is extended to no later than 5:00 p.m. Central Time of the first (1<sup>st</sup>) weekday immediately following the weekend or holiday. Contractor shall provide complete and accurate supporting documentation upon request by City. Payment Requests will not be approved if any accurate and complete performance report, including any required documentation, is past due. Performance reports on a frequency other than quarterly may be required by the City based upon business needs.

4.9.3 An annual Contract Progress Report, using the forms shown at <http://www.ckodm.com/austin/>, shall be completed by the Contractor and submitted to the City within sixty (60) calendar days following the end of each Program Period identified in section 4.1.2.

4.9.4 A Contract Closeout Summary report using the forms shown at <http://www.ckodm.com/austin/> shall be completed by the Contractor and submitted to the City within sixty (60) calendar days following the expiration or termination of this Contract. Any encumbrances of funds incurred prior to the date of termination of this Contract shall be subject to verification by the City. Upon termination of this Contract, any unused funds, unobligated funds, rebates, credits, or interest earned on funds received under this Contract shall be returned to the City.

4.9.5 Contractor shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at <http://www.ckodm.com/austin/>, and required AFR Attachments, including a copy of the Contractor's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year no later than May 31st of each year. If Contractor filed a Form 990 or Form 990EZ extension request, Contractor shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within thirty (30) days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

4.9.6 Contractor shall provide other reports required by the City to document the effective and appropriate delivery of services as outlined under this Contract as required by the City.

- 4.10 **Contractor Policies and Procedures.** Contractor shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans With Disabilities Act; and Criminal Background Checks.

4.11 **Monitoring and Evaluation.**

4.11.1 Contractor agrees that the City or its designee may carry out monitoring and evaluation activities to ensure adherence by the Contractor and Subcontractors to the Program Work Statement, Program Performance Measures, and Program Budget, as well as other provisions of this Contract. Contractor shall fully cooperate in any monitoring or review by the City and further agrees to designate a staff member to coordinate monitoring and evaluation activities.

4.11.2 The City expressly reserves the right to monitor client-level data related to services provided under this contract. If the Contractor asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided.

4.11.3 Contractor shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Contract Term within twenty (20) working days following the receipt of the final report.



4.11.4 Contractor shall keep on file copies of all notices of Board of Directors meetings, Subcommittee or Advisory Board meetings, and copies of approved minutes of those meetings.

#### **4.12 Financial Audit of Contractor.**

4.12.1 In the event Contractor expends \$750,000 or more in a year in federal awards, Contractor shall have a single or program specific audit conducted in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations as required by the Single Audit Act of 1984, as amended (Single Audit Act), and shall submit to the City a complete set of audited financial statements and the auditor's opinion and management letters in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and any guidance issued by the federal Office of Management and Budget covering Contractor's fiscal year until the end of the term of this Contract.

4.12.2 If Contractor is not subject to the Single Audit Act, and expends seven hundred fifty thousand dollars (\$750,000) or more during the Contractor's fiscal year, then Contractor shall have a full financial audit performed. If less than seven hundred fifty thousand dollars (\$750,000) is expended, then a financial review is acceptable, pursuant to the requirements of this Contract.

4.12.3 Contractor shall contract with an independent auditor utilizing a Letter of Engagement. The auditor must be a Certified Public Accountant recognized by the regulatory authority of the State of Texas.

4.12.4 Contractor must submit one (1) Board-approved, bound hard copy of a complete financial audit report or financial review, to include the original auditor opinion, within one hundred eighty (180) calendar days of the end of Contractor's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report/financial review must include the Management Letter if one was issued by the auditor. Contractor may not submit electronic copies of financial audit reports/financial reviews to the City. Financial audit reports/financial reviews must be provided in hard copy, and either mailed or hand-delivered to the City.

4.12.5 The City will contact the independent auditor to verify:

- i. That the auditor completed the financial audit report/financial review received from the Contractor;
- ii. That the auditor presented the financial audit report/financial review to the Contractor's Board of Directors or a committee of the Board, and;
- iii. The date the financial audit report/financial review was presented to the Contractor's Board of Directors or a committee of the Board.

4.12.6 The City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review to the Contractor's Board of Directors or a committee of the Board.

- i. Contractor's Board Chair must submit a signed and dated copy of the HHSD Board Certification form to the City as verification.
- ii. In lieu of the Board Certification form, Contractor must submit a signed and copy of the approved Board meeting minutes to the City, indicating the following:
  - a) The Board of Directors, or a committee of the Board, has met with the independent auditor;
  - b) The Board of Directors has authorized and accepted the financial audit report/financial review.

A signed and dated copy of the HHSD Board Certification form, or approved and signed Board minutes reflecting acceptance of the financial audit report/financial review will be due to the City within forty-five (45) days after the audit is due to the City. Board minutes regarding approval of the Contractor's financial audit report/financial review will be verified with the Contractor's Board Chair. The City will deem the financial audit report/financial review incomplete if Contractor fails to submit either the Board Certification form or the Board minutes as required by this section 4.12.6.

4.12.7 The inclusion of any Findings or a Going Concern Uncertainty, as defined by Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and Generally Accepted Auditing Standards (GAAS), in a Contractor's audit requires the creation and submission to the City of a corrective action plan formally approved by the Contractor's governing board. The plan must be submitted to the City within 60 days after the audit is due to the City. Failure to submit an adequate plan to the City may result in the immediate suspension of funding. If adequate improvement related to the audit findings is not documented within a reasonable period of time, the City may provide additional technical assistance, refer the Agreement to the City Auditor for analysis, or move to terminate the Agreement as specified in Section 5 of the Agreement.

4.12.8 The expiration or termination of this Contract shall in no way relieve the Contractor of the audit requirement set forth in this Section.

**4.12.9 Right To Audit By Office of City Auditor.**

4.12.9.1 Contractor agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, and copy any and all records of the Contractor related to the performance under this Agreement that are not subject to the confidentiality rules of the legal profession or applicable evidentiary privileges and employee confidentiality rights during normal business hours (Monday – Friday, 8 am – 5 pm).

In addition to any other rights of termination or suspension set forth herein, City shall have the right to immediately suspend the Agreement, upon written notice to Contractor, if Contractor fails to cooperate with this audit provision. The Contractor shall retain all such records for a period of five (5) years after the expiration or early termination of this Agreement or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

4.12.9.1.1 Confidential and Privileged Information. For the purposes of this section, the term "Confidential and Privileged Information," means information maintained by the Contractor in performance of this agreement that is subject to the confidentiality rules of the legal profession or applicable evidentiary privileges and employee confidentiality rights. **Subject to the process set out in this paragraph;** Contractor agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, may have access to and the right to audit and examine records containing, or abstracted from, Confidential and Privileged Information as stated in this section. During program onsite monitoring visits, Contractor will provide the City of Austin monitoring staff with a spreadsheet of cases for the specific period that is being monitored and being requested by monitoring staff. The spreadsheet will include a list of all clients assisted during the period being monitored; however, the list will not include any client privileged information. Contractor grants management staff will provide the monitoring staff with a spreadsheet including only a unique client identifier number, a zip code to determine residency, household income, household size, and the case problem code for each client provided services during the respective period. If monitoring staff wish to see the client eligibility documents, Contractor grants management staff will retrieve the files and/or forms. The files will remain in the possession of the grants management staff at all times. No client identifying information will be disclosed during the visit. The grants management staff will point to fields, entries or documents in the CTS or on the forms without revealing the client's identity, personal information, or attorney\client communications. The grants management staff will hold up hard copies of City of Austin required documents (self-declaration of income, self-declaration of residency, etc.) while covering the client's name or signature in a manner that does not reveal the client's identity (e.g. blocking most of the name or signature from view). In addition to any other rights of termination or suspension set forth herein, City shall have the right to immediately suspend the Agreement, upon written notice to Contractor, if Contractor fails to cooperate with this audit provision. The Contractor shall retain all spreadsheets, files, and/or forms, including CTS records, subject to this section for a period of five years after the expiration or early termination of this Agreement or until all audit and litigation matters that the City has brought to the attention of

the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

4.12.9.2 Contractor shall include this audit requirements in any subcontracts entered into in connection with this Agreement.

#### 4.13 **Ownership of Property.**

4.13.1 Ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Contract and in accordance with the provisions of the Contract, is vested with the City and such property shall, upon termination of the Contract, be delivered to the City upon request.

4.13.2 Written notification must be given to the City within five (5) calendar days of delivery of nonexpendable property (defined as anything that has a life or utility of more than one (1) year and an acquisition cost, including freight, of over five thousand dollars (\$5,000)) in order for the City to effect identification and recording for inventory purposes. Contractor shall maintain adequate accountability and control over such property, maintain adequate property records, perform an annual physical inventory of all such property, and report this information in the annual Contract Progress Report, due sixty (60) days after the end of each Program Period, as well as in the Closeout Summary Report, due sixty (60) days after the end of the Contract Term.

4.13.3 In the event Contractor's services are retained under a subsequent agreement, and should Contractor satisfactorily perform its obligations under this Contract, Contractor shall be able to retain possession of non-expendable property purchased under this Contract for the duration of the subsequent agreement.

4.13.4 Property purchased with City funds shall convey to Contractor two (2) years after purchase, unless notified by the City in writing.

### **SECTION 5. TERMINATION**

5.1 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

5.2 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

5.3 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available

under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

- 5.4 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 5.5 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

## **SECTION 6. OTHER DELIVERABLES**

- 6.1 **Insurance.** The following insurance requirements apply.

### **6.1.1 General Requirements**

6.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

6.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within fourteen (14) calendar days after written request from the City.

6.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

6.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

6.1.1.5 The Contractor must maintain and make available to the City, upon request, certificates of insurance for all Subcontractors.

6.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

6.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the Contractor's email address, and shall be mailed to the following address:

City of Austin  
Health and Human Services Department  
ATTN: Community Based Resources  
P. O. Box 1088

6.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

6.1.1.9 If insurance policies are not written for amounts specified, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

6.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

6.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

6.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

6.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

6.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

6.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

6.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000\* for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

6.1.2.1.1 Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project

6.1.2.1.2 Independent Contractor's Coverage

6.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period

6.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

6.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage



6.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

6.1.2.1.7 If care of a child is provided outside the presence of a legal guardian or parent, Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.

6.1.2.1.8 The policy shall be endorsed to cover injury to a child while the child is in the care of the Contractor or Subcontractor.

\* Supplemental Insurance Requirement. If eldercare, childcare, or housing for clients is provided, the required limits shall be \$1,000,000 per occurrence.

**6.1.2.2 Business Automobile Liability Insurance.**

Minimum limits: \$500,000 combined single limit per occurrence for all owned, hired and non-owned autos

- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
- b. If no client transportation is provided but autos are used within the scope of work, and there are no agency owned vehicles, evidence of Personal Auto Policy coverage from each person using their auto may be provided. The following limits apply for personal auto insurance: \$100,000/\$300,000/\$100,000.

All policies shall contain the following endorsements:

6.1.2.2.1. Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage

6.1.2.2.2. Thirty (30) calendar days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage

6.1.2.2.3 The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage

**6.1.2.3 Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

6.1.2.3.1 The Contractor's policy shall apply to the State of Texas

6.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage

6.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC 420601, or equivalent coverage

**6.1.2.4 Professional Liability Insurance.**

6.1.2.4.1 Contractor shall provide coverage at a minimum limit of \$500,000 per claim to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Contract.

6.1.2.4.2 If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for twenty-four (24) months following the completion of the Contract.

6.1.2.5 **Blanket Crime Policy Insurance.** A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Contract funds allocated by the City. Acceptance of alternative limits shall be approved by Risk Management.

6.1.2.6 **Directors and Officers Insurance.** Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Contract and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Contract and for not less than twenty-four (24) months following the end of the Contract. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Contract or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

6.1.2.7 **Property Insurance.** If the Contract provides funding for the purchase of property or equipment the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

6.1.2.8 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

6.1.2.9 **Certificate.** The following statement must be shown on the Certificate of Insurance.

"The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."

## 6.2 **Equal Opportunity.**

6.2.1.1 **Equal Employment Opportunity.** No Contractor or Contractor's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4. Any Subcontractors used in the performance of this contract and paid with City funds must comply with the same nondiscrimination requirements as the Contractor.

6.2.2 **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.



- 6.3 **Inspection of Premises.** The City has the right to enter Contractor's and Subcontractor's work facilities and premises during Contractor's regular work hours, and Contractor agrees to facilitate a review of the facilities upon reasonable request by the City.
- 6.4 **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
- 6.5 **Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

## **SECTION 7. WARRANTIES**

- 7.1 **Authority.** Each party warrants and represents to the other that the person signing this Contract on its behalf is authorized to do so, that it has taken all action necessary to approve this Contract, and that this Contract is a lawful and binding obligation of the party.
- 7.2 **Performance Standards.** Contractor warrants and represents that all services provided under this Contract shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted community standards and, if applicable, professional standards and practices. Contractor may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source. Contractor agrees to participate with City staff to update the performance measures.

## **SECTION 8. MISCELLANEOUS**

- 8.1 **Criminal Background Checks.** Contractor and Subcontractor(s) agree to perform a criminal background check on individuals providing direct client service in programs designed for children under eighteen (18) years of age, seniors 55 years of age and older, or persons with Intellectual and Developmental Disabilities (IDD). Contractor shall not assign or allow an individual to provide direct client service in programs designed for children under eighteen (18) years of age, seniors 55 years of age and older, or persons with IDD if the individual would be barred from contact under the applicable program rules established by Title 40 of the Texas Administrative Code.
- 8.2 **Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.
- 8.2.1 The Contractor or Subcontractor(s) seeking an exemption for a food enterprise permit fee must present this signed and executed social services contract upon request to the City. (*Source: City of Austin Ordinance 20051201-013*)

8.3 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that the City reasonably believes is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

8.4 **Indemnity.**

8.4.1 Definitions:

8.4.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

8.4.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

8.4.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

8.4.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

8.4.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

8.5 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform hereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

8.6 **Business Continuity.** Contractor warrants that it has adopted a business continuity plan that describes how Contractor will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Contractor shall provide a copy of the plan to the City's Contract Manager upon request at any time during the term of this Contract, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document. Contractor also agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes.

8.7 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3)

business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:	To the Contractor:	With copy to:
City of Austin, Health and Human Services Department Community Services Division	Texas RioGrande Legal Aid, Inc.	City of Austin Health and Human Services Dept.
ATTN: Stephanie Hayden, Assistant Director	ATTN: David G. Hall, Executive Director	ATTN: Shannon Jones, Director
7201 Levander Loop, Bldg. H	300 S. Texas Blvd.	7201 Levander Loop, Bldg. E
Austin, TX 78702	Weslaco, TX 78596	Austin, TX 78702

- 8.8 **Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
- 8.9 **Advertising.** Where such action is appropriate as determined by the City, Contractor shall publicize the activities conducted by the Contractor under this Agreement. Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for the Contractor shall recognize the City as a funding source and include a statement that indicates that the information presented does not officially represent the opinion or policy position of the City.
- 8.10 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
- 8.11 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

- 8.12 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
- 8.13 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
- 8.14 **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
- 8.15 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
- 8.16 **Modifications.** The Contract can be modified or amended only by a written, signed agreement by both parties. No pre-printed or similar terms on any Contractor invoice, order, or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
- 8.17 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
- 8.18 **Dispute Resolution.**
- 8.18.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.



8.18.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

8.19 **Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program**

MBE/WBE goals do not apply to this Contract.

8.20 **Living Wage Policy**

[Reserved]

8.21 **Subcontractors.**

8.21.1 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

8.21.1.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract. The City may require specific documentation to confirm Subcontractor compliance with all aspects of this Contract.

8.21.1.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

8.21.1.3 require Subcontractors to submit all requests for payment and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include the same with its invoice or application for payment to the City in accordance with the terms of the Contract;

8.21.1.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

8.21.1.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

8.21.2 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

8.21.3 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten days after receipt of payment from the City.

8.22 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

8.23 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

8.24 **Holidays.** The following holidays are observed by the City:

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
New Year's Day	January 1
Martin Luther King, Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

8.25 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

8.26 **Non-Suspension or Debarment Certification.** The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a contract with the City, the Contractor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusions records at SAM.gov, the State of Texas, or the City of Austin.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

**TEXAS RIOGRANDE LEGAL AID, INC.**

Signature: 

Name: David G. Hall  
Printed Name

Title: Executive Director

Date: June 1, 2015

**CITY OF AUSTIN**

Signature: 

Name: James Scarborough  
PURCHASING OFFICE

Date: 7/24/15

**EXHIBITS**

**Exhibit A – Program Forms**

- A.1 Program Work Statement
- A.2 Program Performance Measures
- A.3 Client Eligibility Requirements

**Exhibit B – Program Budget Forms**

- B.1 Program Budget and Narrative
- B.2 Program Subcontractors

**Exhibit C – Equal Employment/Fair Housing Office/Non-Discrimination Certification**



## ***Program Work Statement***

*Contract Start Date*

9/1/2015

*Contract End Date*

9/30/2018

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### ***Program Goals And Objectives***

The Public Benefits and Housing Rights Program provides legal and other professional services to low income clients who are threatened with loss of housing and/or public benefits in order to increase their ability to maintain or achieve self-sufficiency.

### ***Program Clients Served***

The Public Benefits and Housing Rights Program will serve residents of Austin Travis County who fall at or below 200% of federal poverty guidelines and who are experiencing a problem with housing and/or public benefits that presents an immediate threat to their safety, stability, or self-sufficiency.

Clients requiring assistance to address housing typically include those facing threatened loss of their home through eviction or foreclosure and/or those facing barriers to obtaining affordable and stable housing. Many of the clients served by both Texas Rio Grande Legal Aid (TRLA) and Austin Tenant's Council (ATC) have special needs that further complicate their ability to obtain or maintain housing, including ex-offender status, mental or physical disabilities, or substance abuse issues.

Clients requiring assistance to obtain income and services through public benefits are facing threatened loss or denial of public benefits, including veterans' disability benefits, Supplementary Security Income (SSI), Medicare or Medicaid, Social Security Disability Income (SSDI), food stamps, and/or Temporary Assistance for Needy Families (TANF).

If a client requires extended services and is over income or has a conflict with an existing client, he/she is referred to Volunteer Legal Services of Central Texas (VLS).

Due to confidentiality requirements involving client/attorney privilege, the only accessible information in TRLA's individual case files will be problem code, residence zip code, annual household income, and household size. All other identifying information will be redacted.

### ***Program Services And Delivery***

Under the Public Benefits and Housing Rights Program, TRLA and ATC have formalized a partnership that has existed for many years and that streamlines services for individuals facing a threat to their housing situation. ATC will attempt to prevent and/or resolve landlord/tenant issues while TRLA will serve clients whose housing situation requires a legal intervention. Because ATC does not have a lawyer on staff, eligible clients are referred to TRLA for legal assistance when necessary. Likewise, if a client requests assistance from TRLA and his/her situation relates to housing but does not require legal assistance, TRLA will refer the client to ATC.

ATC will provide telephone counseling, in-person counseling, and/or emergency mediation to clients seeking assistance related to evictions or threats of evictions, reasonable accommodations, landlord/tenant problems, and unauthorized lock-outs, among other housing-related issues.

TRLA will provide direct legal assistance (e.g. legal representation in court and administrative processes; pro se legal assistance; legal advice and counsel, including clients that obtain assistance through the Evening Legal Clinics; and community outreach/education) to assist clients in addressing legal issues that threaten housing and/or income/services through public benefits. Because the legal method employed will vary based on the particular case, the amount of time spent on each case will vary drastically. Legal advice and counsel can take less than an hour, while legal representation can, and does, often require upwards of 300 attorney hours.

### ***System for Collecting and Reporting Program Data***

TRLA uses an internally developed and confidential database, the Client Tracking System (CTS), to capture all client information. All case-related information and client eligibility for legal services information is entered into the CTS file for each case. Clients can access TRLA's services through telephone intakes, walk-ins, and appointments at its Austin location, as well as by contacting the Telephone Access to Justice (TAJ) call center. Clients will be guided through a series of intake questions by a TRLA staff member or trained volunteer, which will be documented in the Client Tracking System (CTS). Clients can also access services by attending a free evening legal clinic, held on Monday and Wednesday nights from 6-8 pm

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*Last Modified, If Applicable 3/24/2015 9:47:00 AM*



## ***Program Work Statement***

*Contract Start Date*

9/1/2015

*Contract End Date*

9/30/2018

at Martin Middle School and Webb Middle School, respectively. At the clinics, clients fill out an intake form, which they present to a TRLA staff member prior to speaking with an attorney on-site. The TRLA staff member ensures the form is fully completed, and then inputs all of the information in the CTS within the following days. As a case moves forward, all case-related documents, communication, and updates are maintained in these electronic files. When a case is closed, the appropriate closing code (e.g. "client obtained access to housing under applicable law") and level of service provided is entered into the file. The file also includes a narrative explaining the particulars of each case. The CTS allows staff to generate reports showing the number of clients served, their demographic information, the level and type of legal services provided, and the outcomes or cases.

Austin Tenants Council uses a similar confidential database to capture client information and monitor its work. Clients can access ATC's services through a telephone counseling hotline, in-house counseling (by walk-in or appointment) or by attending TRLA's twice-weekly evening legal clinics on Monday or Wednesday nights. Due to the high volume of calls on the hotline, ATC does not verify income or demographic eligibility for every caller. ATC selects a random sample of clients each day who are surveyed regarding income and demographic information. This sample is considered a representation of ATC's clients served in the Public Benefits and Housing Rights Program. Clients who receive in-house counseling or emergency mediations services are screened for eligibility and are assigned an electronic file. These clients are required to sign the Income Declaration form as a supplement to proof of income provided. Through the databases data is easily compiled for analysis and refinement of ATC programs, and the databases are easily modified to accommodate any necessary changes. Though hard copies of all computer documentation are also kept, computer records are backed up to local hard drives three times per day and weekly and monthly snapshots are kept. Furthermore, all data are backed up to a secure off-site server on a daily basis to ensure that fire or other casualty will not cause the loss of all client records.

One month prior to submitting quarterly reports, TRLA's Grants Management team will communicate with ATC to let them know a deadline is approaching and that data should be gathered by a mutually agreed upon date, such as two weeks prior to submitting the report. By this date, ATC staff will provide TRLA's Grants Management Team with their program numbers. TRLA will regularly communicate with ATC around their progress to meeting proposed outcome and output measures.

### ***Performance Evaluation***

TRLA will use the CTS system to evaluate performance by quarter against proposed targets. Each case file provides information on the final determination of each closed case as well as information on cases in progress. The grants management team will conduct this data run for its quarterly and final reports. The supervisors for each team will analyze the work data to determine if any adjustments should be made. TRLA's Board of Directors meets quarterly and is apprised of program performance at each meeting.

### ***Quality Improvement***

Quality improvement is ensured not only through the standards of the legal profession, but through reporting measurements in TRLA's database, the Client Tracking System. TRLA's Grants Management team regularly generates statistical reports using the CTS, which are used to evaluate progress toward program goals. These reports will be reviewed by the Housing and Public Benefits Team Managers and by the Austin Branch Manager. Adjustments will be made, if needed, based on the progress toward targets.

ATC's programs (including telephone counseling, in-house counseling, and emergency mediation) include a survey instrument that is used to determine whether a particular service outcome measure has been achieved. The surveys also indicate client satisfaction and any client comments to identify problems with service delivery. These issues are discussed at bi-monthly staff meetings, allowing staff to collectively identify solutions to any problems that exist. The Executive Director will assign staff to accomplish any identified goals, and any follow-up will be provided to the Executive Director by the Program Director.

### ***Service Coordination with Other Agencies***

As the sole provider of civil legal services in Austin addressing a spectrum of issues, TRLA has strong relationships throughout the social services community. Many local agencies refer their clients to TRLA for legal assistance. TRLA's informal partnerships in the Austin area include Austin Travis County Integral Care, the Austin Police Department, the Travis County Sheriff's Office, the Travis County Attorney's Office, the Texas Advocacy Project, the University of Texas School of Law, and the University of Texas School of Social Work.

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## ***Program Work Statement***

***Contract Start Date***

**9/1/2015**

***Contract End Date***

**9/30/2018**

TRLA has a formal partnership with Volunteer Legal Services of Central Texas (VLS), which assists in staffing twice-weekly evening legal clinics that are free and open to the community. If a client is income-eligible but does not present with an urgent legal matter, he/she is referred to a private, pro bono attorney recruited by VLS. The involvement and support of the private attorney population in Austin helps leverage TRLA's resources and serve additional clients.

TRLA also has formal partnerships with two local domestic violence shelters, SafePlace and Asian Family Support Services of Austin (formerly SAHLI), under a project known as the Legal Alliances for Survivors of Abuse (LASA). TRLA collaborates directly with shelter staff to assist clients of domestic violence and/or sexual assault in obtaining protective orders, divorces, child custody, child support, and Crime Victim's Compensation, as well as legal assistance in identifying housing, employment, and/or citizenship.

### ***Service Collaboration with Other Agencies***

Through the Public Benefits and Housing Rights Program, TRLA will formally collaborate with the Austin Tenants' Council (ATC), a program subcontractor. Although TRLA and ATC have shared a strong partnership over the past years, this formal collaboration will increase the likelihood that clients' issues will be addressed at varying levels of need and that those seeking assistance will not fall through the cracks.

### ***Community Planning Activities***

While TRLA is not involved in any formal community planning activities, it continually works with community organizations to identify problems or conditions affecting the client population. TRLA monitors city, county, and non-profit planning efforts as they affect its practice and the lives of its clients. This includes work with the Community Advancement Network and the Travis County Community Impact report. TRLA's Housing and Public Benefits attorneys and paralegals participate in the following groups and collaboratives: ECHO's Housing Workgroup, Austin Travis County Behavioral Health Advisory Committee (BHAC), and Austin Women in Housing, Urban Transportation Commission, and the taxi taskforce.

TRLA also monitors civil legal needs of Austin's low-income community through its twice-weekly evening legal clinics and client visits to TRLA's office. These allow TRLA to analyze shifts in the kinds of legal needs as well as the volume of legal need so that it can adapt to serve low-income Austin residents most effectively.



**Program Performance Measures**

		<i>Period</i>			<i>Contract Term</i>
		<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>		10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>		9/30/2016	9/30/2017	9/30/2018	9/30/2018
		<i>Period</i>			<i>Contract Term</i>
		<i>1</i>	<i>2</i>	<i>3</i>	
<b>Outputs</b>					
<i>ID</i>	<i>Output Measure Description</i>				
1	Total Number of Unduplicated Clients Served	3718	3718	3718	11104
<b>Outcomes</b>					
<i>ID</i>	<i>Outcome Measure Description</i>	<i>1</i>	<i>2</i>	<i>3</i>	<i>Contract Term</i>
	Number of households at risk of homelessness that maintain housing	878	878	878	2391
1A	Number of households receiving assistance	942	942	942	2570
	Percent of households at risk of homelessness that maintain housing	93.21	93.21	93.21	93.04
	Number of individuals obtaining or maintaining public benefits	315	315	315	851
2B	Number of individuals in program	330	330	330	891
	Percent of individuals who obtain or maintain public benefits	95.45	95.45	95.45	95.51

# **City of Austin Health and Human Services**

## **Social Service Contracts**

### **Client Eligibility Requirements**

**UNLESS OTHERWISE STATED IN THE CONTRACT WORK STATEMENT, THESE REQUIREMENTS APPLY TO ALL CLIENTS SERVED WITH CITY SOCIAL SERVICES FUNDING.**

#### **GENERAL**

- Eligibility requirements for clients served under grant contracts will be determined by the grantor.
- Agency must maintain a record of client eligibility (e.g. client file or electronic record) that includes documentation of:
  - ◆ Annual certification of client eligibility
  - ◆ Services provided to client
- Agency must recertify client when notified of a change in family circumstances (e.g. family income, residence, and/or family composition)
- Unless specified by Grant/Funding Source, re-certification of clients is required not less than once every 12 months (unless required earlier by a change in family circumstances)
- Homeless clients:
  - ◆ If the program eligibility requires homeless status, the residency requirements and income requirements do not apply
  - ◆ Homeless status must be documented by a signed (1) Homeless Eligibility Form or Homeless Self-Declaration Form and (2) entry into Homeless Management Information System (HMIS) database. These forms must be developed by the agency and be approved by the City contract manager.
- Other Client populations:
  - ◆ Clients in programs serving victims of violence are not subject to residency or income requirements
  - ◆ Eligibility exceptions for any other type of clients and/or documentation situations must be described in Contract Work Statement
- Date of receipt by agency must be indicated on all documentation in client file

#### **IDENTITY**

- Client must provide proof of identity in order to receive City-funded services, documented by:
  - ◆ A government –issued identification; or
  - ◆ A signed Self-Declaration of Identity supported by client residency documentation

#### **RESIDENCY**

- City-funded clients must be a resident of the City of Austin (Full Purpose Jurisdiction) and/or Travis County
  - ◆ Residence must be documented by proof of address that includes client name (e.g. City utility bill, lease, letter from landlord, etc.)
  - ◆ Residency eligibility must be verified by one or more of the following sources:
    - Austin GIS Jurisdictions Web Map (<http://www.austintexas.gov/gis/JurisdictionsWebMap/>)
    - Travis County Appraisal District website (<http://www.traviscad.org>)

# City of Austin Health and Human Services

## Social Service Contracts

### Client Eligibility Requirements

- U.S. Postal Service website (verification of County only) ([www.usps.com](http://www.usps.com))

#### **INCOME**

- Client intake form must reflect wages/income of all family members 18 years old or older living in the household
- Determination of Family Size:
  - For the purposes of determining eligibility for City-funded services, a family unit consists of:
    - A person living alone:
      - An adult living alone
      - A minor child living alone or with others who are not responsible for the child's support
    - Two or more persons living together who are wholly or partially responsible for the support of the other person/people:
      - Two persons in a domestic partnership, or legal or common-law marriage
      - One or both legal parents and minor children
      - One or both adult caretakers of minors and the caretaker(s)'s minor children. Note: a caretaker is one or both adults(s) who performs parental functions (provision of food, clothing, shelter, and supervision) for a minor.
- Family income must be 200% or less of current Federal Poverty Income Guidelines (FPIG) to be eligible for City-funded services; agency must update its FPIG categories when Federal figures change. Income inclusions and exclusions are based on Texas Administrative Code §5.19 and are as follows:

#### **(1) Included Income:**

- (A) Temporary Assistance for Needy Families (TANF);
- (B) Money, wages and salaries before any deductions;
- (C) Net receipts from non-farm or farm self-employment (receipts from a person's own business or from an owned or rented farm after deductions for business or farm expenses);
- (D) Regular payments from social security, including Social Security Disability Insurance (SSDI) and Supplemental Security Income (SSI);
- (E) Railroad retirement;
- (F) Unemployment compensation;
- (G) Strike benefits from union funds;
- (H) Worker's compensation;
- (I) Training stipends;
- (J) Alimony;
- (K) Military family allotments;
- (L) Private pensions;
- (M) Government employee pensions (including military retirement pay);
- (N) Regular insurance or annuity payments; and
- (O) Dividends, interest, net rental income, net royalties, periodic receipts from estates or trusts; and net gambling or lottery winnings.

#### **(2) Excluded Income:**

- (A) Capital gains; any assets drawn down as withdrawals from a bank;
- (B) The sale of property, a house, or a car;
- (C) One-time payments from a welfare agency to a family or person who is in temporary financial difficulty;

# City of Austin Health and Human Services

## Social Service Contracts

### Client Eligibility Requirements

- (D) Tax refunds, gifts, loans, and lump-sum inheritances;
- (E) One-time insurance payments or compensation for injury;
- (F) Non-cash benefits, such as the employer-paid or union-paid portion of health insurance or other employee fringe benefits;
- (G) Food or housing received in lieu of wages;
- (H) The value of food and fuel produced and consumed on farms;
- (I) The imputed value of rent from owner-occupied non-farm or farm housing;
- (J) Federal non-cash benefit programs as Medicare, Medicaid, Food Stamps, and school lunches;
- (K) Housing assistance and combat zone pay to the military;
- (L) Veterans (VA) Disability Payments;
- (M) College scholarships, Pell and other grant sources, assistantships, fellowships and work study, VA Education Benefits (GI Bill); and
- (N) Child support payments.

- Client income amounts must reflect *Gross Income*, before any deductions
- If any adult family member has no income, a Self-Declaration of No Income form is required for that individual
- Income documentation requirement:
  - ❖ Programs providing financial assistance to or on behalf of clients (including but not limited to rent, utilities, arrears, child care, tuition, occupational training): the client file must include primary eligibility sources; declaration of eligibility for another program (e.g., TANF, Free/Reduced/School Lunch Program) is not adequate documentation of eligibility
  - ❖ Programs which do not provide financial assistance to or on behalf of clients: the client file must include primary eligibility sources or a self-declaration of income form

**Any question about eligibility criteria not addressed here or for which the contractor needs clarification must be referred to the contractor's City contract manager. The City has final authority to declare an individual eligible or not eligible for City-funded services based on the criteria in this document.**



## Program Budget and Narrative

	<i>1</i>	<i>Period 2</i>	<i>3</i>	<i>Contract Start Contract End</i>	<i>9/1/2015 9/30/2018</i>
Period Start Date	9/1/2015	10/1/2016	10/1/2017		
Period End Date	9/30/2016	9/30/2017	9/30/2018		
Salary plus Benefits	\$130,798.00	\$130,798.00	\$130,798.00		<b>\$392,394.00</b>
General Operations Expenses	\$23,768.00	\$23,768.00	\$23,768.00		\$71,304.00
Program Subcontractors	\$28,216.00	\$28,216.00	\$28,216.00		\$84,648.00
Staff Travel	\$0.00	\$0.00	\$0.00		\$0.00
Conferences	\$0.00	\$0.00	\$0.00		\$0.00
Operations SubTotal	\$51,984.00	\$51,984.00	\$51,984.00		<b>\$155,952.00</b>
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00		\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00		\$0.00
Other Assistance Amount	\$0.00	\$0.00	\$0.00		\$0.00
Direct Assistance SubTotal	\$0.00	\$0.00	\$0.00		<b>\$0.00</b>
Capital Outlay Amount	\$0.00	\$0.00	\$0.00		<b>\$0.00</b>
<b>Total</b>	<b>\$182,782.00</b>	<b>\$182,782.00</b>	<b>\$182,782.00</b>		<b>\$548,346.00</b>
Total Period Percentage	33.33	33.33	33.33		

### Detailed Budget Narrative

#### Salaries plus Benefits

##### Salaries:

75.45% FTE salaries of 6 housing and public benefits attorneys.

84% FTE salaries of 6 housing and public benefits paralegals.

41% FTE salaries of 4 administrative staff: Legal Secretary, Office Manager, Branch Manager, and Accountant.

#### General Op Expenses

Mortgage payment for the property at 4920 N. IH-35, Austin, Texas.

#### Program Subcontractors

##### Salaries:

5% salary of Executive Director

32% FTE of 5 Housing Specialists

17% of 1 Intake Worker

5% of 1 technology support staff

##### General Operating Expenses:

Includes Rent, Utilities, Office Supplies, Printing, Postage, and Telephone.

#### Staff Travel

#### Conferences

#### Food and Beverage

#### Financial Assistance

#### Other Assistance

#### Capital Outlay

**Program Subcontractors**

	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

**Subcontractor's Information****Name**

Austin Tenants Council

<i>Unduplicated Count</i>	3550	3550	3550	10650
<i>Amount</i>	\$28,216.00	\$28,216.00	\$28,216.00	\$84,648.00

**Length of Term***Start Date* 10/1/2015*End Date* 9/30/2018**Services to be subcontracted**

In-house counseling, telephone counseling, and emergency mediation.

**City of Austin, Texas  
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE  
NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas  
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

**Sec. 4-2 Discriminatory Employment Practices Prohibited.** As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin  
Minimum Standard Non-Discrimination in Employment Policy:**

*As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.*

*The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.*

*Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for*

*addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.*

*Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.*

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.


**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 1st day of June, 2015

CONTRACTOR	<u>Texas RioGrande Legal Aid, Inc.</u>
Authorized Signature	<u></u>
Title	<u>Executive Director</u>

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

**1. EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to [CityHSRFA2014@austintexas.gov](mailto:CityHSRFA2014@austintexas.gov) by 4 PM on April 11<sup>th</sup>, 2014. Questions not submitted to the email address above or after the deadline will not be addressed. Questions and Answers will be available at the following link: <http://austintexas.gov/article/social-services-solicitation>

**2. INSURANCE:** Insurance is required for this solicitation.

**Contractor shall have, and shall require all Subcontractors of every tier providing services under this Contract to have,** Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or Alternate Insurance Options shall be imposed as follows:

**I. General Requirements Applicable to All Contractors' Insurance.**

The following requirements (A-J) apply to the **Contractor and to Subcontractor(s) of every tier** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

- A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.
- B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VII or higher.
- C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to the Human Services Administration Unit upon request. Execution of this Contract will not occur until such evidence of insurance has been provided and accepted by the City.
- D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Human Services Administration Unit. The Certificate(s) shall show the City of Austin Contract number and all endorsements by number.
- E. Insurance required under this Contract which names City of Austin as Additional Insured shall be considered primary for all claims.
- F. Insurance limits shown below may be written as primary or structured using primary and excess or umbrella coverage that follows the form of the primary policy.
- G. City shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.
- H. City reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.
- I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.
- J. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of the Contractor or Subcontractor(s).



**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- K. The City will accept endorsements providing equivalent coverage if the insurance carrier does not use the specific endorsements indicated below.

**II. Specific Requirements**

The following requirements (II.A - II.G, inclusive) apply to the **Contractor and to Subcontractor(s) of every tier** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

**A. Workers' Compensation and Employers' Liability Insurance**

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are
  - \$100,000 bodily injury each accident
  - \$100,000 bodily injury by disease
  - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of City of Austin:
  - a. Waiver of Subrogation (Form 420304)
  - b. Thirty (30) day Notice of Cancellation (Form 420601)

**B. Commercial General Liability Insurance**

1. Minimum limits:
  - \$500,000\* combined single limit per occurrence for coverage A and B.
  - \*Supplemental Insurance Requirement
  - If eldercare, childcare, or housing for clients is provided, the required limits shall be:
    - \$1,000,000 per occurrence
2. The Policy shall contain or be endorsed as follows:
  - a. Blanket Contractual liability for this Contract
  - b. Products and Completed Operations
  - c. Independent Contractor Coverage
3. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
  - a. Waiver of Subrogation (Form CG 2404)
  - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
  - c. City of Austin named as additional insured (Form CG 2010)
4. If care of a child is provided outside the presence of a legal guardian or parent, the Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.
  - The policy shall be endorsed to cover injury to a child while the child is in the care of the Contractor or Subcontractor.

**C. Business Automobile Liability Insurance**

1. Minimum limits:



**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

\$500,000 combined single limit per occurrence

- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
2. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
  - a. Waiver of Subrogation (Form CA 0444)
  - b. Thirty (30) day Notice of Cancellation (Form CA 0244)
  - c. City of Austin named as additional insured (Form CA 2048)

**D. Professional Liability Insurance**

Coverage shall be provided with a minimum limit of \$1,000,000 per claim to cover negligent acts, errors, or omissions arising out of Professional Services under this Contract.

**E. Blanket Crime Policy Insurance**

A Blanket Crime Policy **providing coverage for employee dishonesty** shall be required with limits equal to or greater than the sum of all Contract Funds allocated by the City. Acceptance of alternative limits shall be approved by the HHSD Director.

**F. Directors and Officers Insurance**

Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Agreement and for not less than twenty-four (24) months following the end of the Agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Agreement or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

**G. Property Insurance**

If the Contract provides funding for the purchase of property or equipment the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

- H. Commercial Crime Insurance** for all losses emanating from the handling of checks or cash including but not limited to losses resulting from dishonest or criminal acts, fraud, embezzlement, forgery, misappropriation or loss of funds and errors in the processing or reporting of funds. This policy shall be written for a minimum limit of the sum total dollar amount of City contracts for social services.

- III. Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

**3. TERM OF CONTRACT:**

- A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 180 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

**4. RECYCLED PRODUCTS:**

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/>.

**5. INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

**7. OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.

- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables. The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.

**SCOPE OF WORK  
CITY OF AUSTIN  
2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES**

**1. INTRODUCTION**

The overall objective for this competitive solicitation is to establish contracts with community-based organizations for services that promote self-sufficiency across the Life Continuum in an amount approximately \$13,815,227 per 12-month period. The contracted services shall target people who are residents of Austin and/or Travis County with gross income at or below 200% of federal poverty guidelines, with exceptions to this eligibility requirement for services designed specifically for homeless individuals and families and services designed specifically for victims of sexual and domestic violence.

To that end, the City of Austin (City) seeks applications in response to this Request for Applications (RFA) from qualified providers (Applicants) with demonstrated experience in providing social services to children, youth, adults and families, and/or seniors and persons with disabilities with diverse needs along a self-sufficiency continuum. The City requests applications that address social services' self-sufficiency goals across the Life Continuum.

**1.1 Self-sufficiency Goals:**

- a. Safety Net/Infrastructure Services: Ensure that no person is without such basic necessities as food, clothing, health, shelter, and behavioral health care, or constitutionally-guaranteed legal rights
- b. Transition Out of Poverty: Ensure developmental, educational, employment and other special opportunities for disadvantaged persons to further self-reliance
- c. Problem Prevention: Deter the growth of problem conditions at the individual and community level through education, preventive physical and behavioral health programs, crime prevention and other preventive programs
- d. Universal Support Services: Provide family and societal support services in response to long-term issues such as poverty and new problems created by urbanization and technological advances. These include education, child care, counseling and assistance for the aging, youth, homeless, and unemployed, rehabilitation services and other support rehabilitation services
- e. Enrichment: Encourage personal development and community enrichment through cultural and educational programs

**1.2 Life Continuum Categories:**

- a. Early Childhood: Represents the critical developmental period from birth through 5 years old. It provides the continuum of care (prevention, intervention, and treatment) that nurtures children to their optimal development in all domains: physical, social, emotional, language, and intellectual. Early childhood services support the evidence that children's development is intertwined with their environments and relationships at home, at school, and in the community, and with the adults in those environments including parents/families, caregivers, teachers, and service providers.
- b. Youth: Focuses on the lives and needs of youth and adolescents, defined as individuals ages 6-21, by addressing areas of opportunity, out of school time, youth enrichment, and healthy development. Through the participation of these programs, youth are given the

**SCOPE OF WORK  
CITY OF AUSTIN  
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tools to successfully transition through the educational continuum to employment; experience physical and emotional well-being; understand learning and training opportunities; and experience positive growth for themselves and their community.

- c. **Adults and Families:** Focuses on assisting adults and families with meeting their essential needs and improving or maintaining their quality of life by providing basic needs, housing and homeless services, behavioral health, workforce development and other social services.
- d. **Seniors & Persons with Disabilities:** With a rapidly growing number of seniors, defined as individuals of 55 years of age or older, and a significant population of people with disabilities, including both physical and mental disabilities, services to these individuals are intended to help them maintain dignity, independent living, housing stability, and to assist with basic needs.

Contracts entered into under this RFA are anticipated to be for an initial three-year period, beginning October 1, 2015, with three one-year renewal options for a total contract period not to exceed six (6) years. All contracts awarded through this solicitation will require authorization of the Austin City Council. The City Council has directed that final contract decisions be consistent with the goals of the Imagine Austin Comprehensive Plan and other community plans outlined in this solicitation.

## **2. BACKGROUND**

### A Focus on Self-Sufficiency Across the Life Continuum

In preparation for this RFA, the City engaged a broad range of stakeholders in community conversations and consulted various local, state, and federal action plans and reports. These efforts highlighted issue areas that promote self-sufficiency across the Life Continuum such as: 1) Basic Needs, 2) Behavioral Health, 3) Child and Youth Services, 4) Homeless Services, and 5) Workforce Development.

The following plans and reports identify significant needs in our community, gaps in services, and/or best practices for strategies that foster and support self-sufficiency for individuals and families. This is a partial list of the documents used and does not include all applicable plans and reports.

- a. *School Readiness Action Plan* (May 2012), UnitedWay
- b. *Priority Outcomes for Child and Youth Well-being*, (2012) Ready by 21 Coalition of Central Texas
- c. *Travis County Community Impact Report* (2012), Travis County HHS & VS
- d. *Hunger and Homelessness Survey* (Dec 2012), The U.S. Conference of Mayors
- e. *CAN Community Dashboard* (2012, 2013), Community Advancement Network
- f. *Permanent Supportive Housing Strategy* (September 2010), City of Austin & CSH
- g. *Home Health Quality Initiative* (April 2013), Centers for Medicare & Medicaid Services
- h. *10 Year Plan to End Homelessness* (2010), Ending Community Homelessness Coalition



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- i. *American Community Survey* (2012), U.S. Census Bureau – and the *Travis County Snapshot from the 2012 American Community Survey*, Travis County HHS & VS
- j. *SAMHSA's National Registry of Evidence-based Programs and Practices* (2013), The Substance Abuse and Mental Health Services Administration
- k. *Austin/Travis County Community Health Assessment* (2012), A/TCHHSD, Travis County HHS & VS, Central Health, St. David's Foundation, Seton Healthcare Family, UTHSC
- l. *Mayor's Mental Health Task Force Final Report* (2005), Austin/Travis County Behavioral Health Planning Partnership
- m. *Embracing an Age Diverse Austin: Mayor's Task Force on Aging Report and Recommendations* (2013), Mayor's Task Force on Aging
- n. *Imagine Austin* (2012), City of Austin

As the community's social and economic environment continues to change, the City will invest in social services that focus on promoting and sustaining self-sufficiency for targeted individuals and families across the Life Continuum.

### **3. PRINCIPAL OBJECTIVE & GOALS**

This RFA establishes an open and competitive process which encourages applications that are client-centered and employ evidence-based, research-based or promising practices that promote self-sufficiency across the Life Continuum. This RFA requires the service strategy/strategies proposed be consistent with one or more of the goals outlined below:

- a. Early Childhood:
  - 1. **READY FAMILIES GOALS:** Parents have a secure attachment to their infants and young children. Parents respond appropriately to their children's cues. Families provide stimulating learning experiences for their children prior to school entry. Families are financially stable.
  - 2. **READY SERVICES: EARLY CHILDHOOD EDUCATION GOALS:** Affordable, accessible early education services are available for all families. Available early education services are culturally relevant, healthful, engaging, rigorous, and are of sufficient quality to measurably impact school readiness outcomes.
  - 3. **READY SERVICES: PREVENTATIVE PRIMARY CARE & MENTAL HEALTH GOALS:** Children and family members are linked to preventative physical and mental health services and treatment as needed. Children with developmental delays are referred to appropriate services.
  - 4. **READY CHILDREN GOALS:** Low-income Travis County children ages 0–5 are happy, healthy and prepared for school success.  
*(School Readiness Action Plan)*
- b. Youth:
  - 1. Children, youth and young adults:

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- i. Are physically healthy
  - ii. Are physically safe
  - iii. Respect diversity and demonstrate empathy and pro-social behaviors
  - iv. Engage in community, school and/or extracurricular activities
  - v. Are aware of, appreciate and demonstrate behaviors of personal and social responsibility
  - vi. Have good mental health and are emotionally resilient
  - vii. Avoid risky behaviors
  - viii. Are academically successful
  - ix. Have awareness and positive attitudes about adult careers
  - x. Graduate from high school college- and/or career-ready and prepared for a Life of learning
  - xi. Successfully complete post-secondary education or training
  - xii. Are productive and equipped to reach financial self-sufficiency
- (Ready by 21)**

c. Adults and Families:

1. Basic Needs: Individuals and families have resources for the most fundamental aspects of daily living such as food, housing, utilities, safety and personal care. Basic needs services are often emergency or short-term services provided during/after a crisis or following a prolonged period of extremely limited resources. Typically these needs must be met before an individual or family has the capacity to transition out of poverty and into self-sufficiency.
2. Homeless & Housing Services: People at risk of becoming homeless, the situational homeless and the chronic homeless will be identified early and receive the assistance they need to maintain and receive appropriate housing (***Ending Community Homeless Coalition - ECHO***). People experiencing homelessness have access to a safe and secure environment where they are offered a variety of services, including case management, safe sleep, mental/physical supports, and resource information to address a variety of needs. Individuals and families who have experienced violence or abuse have access to trauma-informed emergency shelter, transitional and/or other housing and support services to stabilize, heal, and build self-sufficiency.
3. Behavioral Health: Austin/Travis County will be a community that promotes the mental and physical health of its residents and all persons of all cultures and all special populations will have access to prevention, intervention, treatment, and recovery support services of substance use disorders and mental illness (***Behavioral Health Planning Partnership***).
4. Workforce Development: Individuals are connected to jobs with good wages, benefits and career path opportunities to transition out of poverty and promote self-sufficiency. In many cases, for individuals to successfully transition into sustained employment, basic adult education and language acquisition services are required in addition to certifications and skills based instruction. Improve access to high quality adult education, including English as a Second Language, General Education Development, Adult Basic Education, computer literacy, financial literacy and health

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literacy to obtain literacy skills necessary for self-sufficiency (*Literacy Coalition of Central Texas*). Reduce disparities in education, employment and income (*Workforce Solutions Strategic Plan, Overarching Goals*).

d. Seniors & Persons with Disabilities:

1. Seniors:

- i. Provide a continuum of services and supports that help older adults “age in place/community” and avoid premature or unnecessary institutionalization (e.g., hospital, nursing homes, etc.)
- ii. Provide services that focus on the cognitive and mental/behavioral health of older adults such as late-life depression, anxiety, suicide prevention, substance abuse, and dementia.
- iii. Ensure access to meaningful opportunities for recreation and social engagement to avoid isolation, loneliness and depression.
- iv. Support family caregivers with services that promote their self-care, health and effectiveness (e.g., respite care, education, therapeutic counseling).
- v. Provide access to safe and affordable housing that allows older adults to age in place and have access to transportation options.

*(Mayor’s Task Force on Aging 2013)*

2. Persons with Disabilities:

- i. Provide a continuum of services and supports throughout the person’s Life to remain in community-based settings and avoid institutionalization (e.g., State Supported Living Center, prison, nursing homes, etc.).
- ii. Provide services and resources that support families and caregivers for the Life of the person with a disability (e.g., respite care, education, transitional services, etc.).
- iii. Provide access to affordable housing options that include accessible transportation opportunities to work, healthcare, shopping, education and play.
- iv. Provide opportunities for persons with disabilities to be employed in non-segregated, regular workplaces.
- v. Ensure access to meaningful day activities for adults with disabilities to avoid isolation, depression, and victimization

*(Intellectual and Developmental Disabilities Coalition; “Community Integration for People with Disabilities: Key Principles.”)*

#### **4. CONNECTION TO IMAGINE AUSTIN**

The Applicant shall indicate how the proposed strategy/strategies correspond to the Imagine Austin Comprehensive Plan vision statement and one or more of its core mission statements.

The Imagine Austin Comprehensive Plan vision statement states:

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**“Austin is a beacon of sustainability, social equity, and economic opportunity; where diversity and creativity are celebrated; where community needs and values are recognized; where leadership comes from its citizens, and where the necessities of life are affordable and accessible to all.”**

Imagine Austin’s core mission statements, as they relate to the City’s social service investments, are as follows:

**Austin is Livable:** All residents have a variety of urban, suburban, and semi-rural lifestyle choices with access to quality schools, libraries, parks and recreation, health and human services, and other outstanding public facilities and services.

- a. Austin’s diverse population is active and healthy, with access to locally-grown, nourishing foods and affordable healthcare

**Austin is Educated:** Austin provides everyone with an equal opportunity for the highest quality of education that allows them to fully develop their potential. Networks of community partnerships support our schools and ensure that our children receive the resources and services they need to thrive and learn.

- a. Our school campuses provide safe and stable environments enabling future success
- b. Every child in Austin has the chance to engage with other cultures, communities, and languages, providing pathways for healthy development and the critical thinking skills students need as future citizens of Austin and the world.

**Austin is Prosperous:** Austin’s prosperity exists because of the overall health, vitality, and sustainability of the city as a whole — including the skills, hard work, and qualities of our citizens, the stewardship of our natural resources, and developing conditions that foster both local businesses and large institutions.

- a. Equitable opportunities are accessible to all through quality education, training, and good jobs

**Austin Values and Respects its People:** Austin is its people. Our city is home to engaged, compassionate, creative, and independent thinking people, where diversity is a source of strength, and where we have the opportunity to fully participate and fulfill our potential. People across all parts of the city and of ages and income levels live in safe, stable neighborhoods with a variety of affordable and accessible homes with access to healthy food, economic opportunity, healthcare, education, and transportation

<http://assets.austintexas.gov/webiacpfullreduced.pdf>.

## 5. PROGRAM STRATEGIES & TARGET POPULATION

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The City is intentionally leaving program strategies and target population options open beyond the criteria listed in this section for the areas described above, allowing Applicants to propose solutions to maintain, improve, or promote self-sufficiency throughout the Life Continuum in an effective and successful manner for the target population identified. Applicants are encouraged to incorporate strategies that reflect evidence-based or promising practices and the proposed strategies shall be aligned with the Life Continuum goals outlined in Section 3 of this RFA.

The Applicant shall clearly identify the primary Life Continuum category addressed by their application. Any additional Life Continuum category/categories being addressed shall also be identified. Applicants may propose multiple strategies either within the same application or in separate applications as appropriate for their targeted population(s).

Applicants shall clearly identify the target population(s) they plan to serve. If applicable, Applicants shall describe how they will serve clients who have a criminal history.

The services the City will purchase will include the following characteristics:

- a. Are client-centered with a holistic approach
- b. Serves high-risk clients living at or below 200% of poverty with significant and/or multiple barriers to self-sufficiency and stability
- c. Are Integrated with the community to improve access to supportive services
- d. Links client and services to other City-funded or City-operated services

The Applicant shall also provide data to demonstrate the need for the strategy/strategies being proposed. Data should include but is not limited to:

- a. Target Population demographic/Census data
- b. Target Population unmet need(s)
- c. Applicant's trends in Target Population unmet need(s)
- d. Waiting list information (if applicable)
- e. Data from community databases, such as Homeless Management Information System, showing Target Population unmet need(s) (if applicable)

If the proposed strategies cut across the Life Continuum and or are collaborative/cooperative with other service providers, Applicants shall indicate how the proposed strategies will be implemented to successfully reach individuals in multiple Life Continuum categories and/or how the proposed collaborative/cooperative will successfully work together to maximize service delivery to the target populations. For the purposes of this RFA, the terms "collaborative" and "cooperative" are defined below:

- Collaborative: a consortium with a lead agency/fiscal agent and subcontractors
- Cooperative: a consortium with a lead agency working in partnership with one or more other agencies

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Applicants may submit one or more applications as a primary contractor and may choose to participate as a subcontractor or partner in another application.

**6. OUTCOMES & OUTPUTS**

One or more of the following high-level outcomes designed to demonstrate progress in self-sufficiency through the Life Continuum is required for all applications. Additional outcomes may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

1. Percent of households that maintain housing or transition into housing
2. Percent of individuals who maintain or increase income
3. Percent of individuals who make progress toward treatment plan goals
4. Percent of children and youth who progress to the next developmental or academic level
5. Percent of individuals who demonstrate improved life skills and/or knowledge

All applications shall also include the following high-level output. Additional outputs may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

1. Number of unduplicated clients served per 12-month contract period
2. Number of unduplicated clients served during the initial 36-month contract period

**7. ELIGIBILITY REQUIREMENTS**

The eligibility requirements for this RFA are outlined in Section 0620 – Client Eligibility Requirements. The City requires all awarded agencies to maintain a complete and current record of client eligibility throughout the entire contract period (e.g. client file or electronic record) that includes documentation of the elements listed in Section 0620.

Applicants may propose alternate eligibility criteria from the requirements in Section 0620 for the proposed target population(s). If applicable, Applicants shall clearly define the proposed alternate eligibility criteria.

Applicants shall describe how the City Client Eligibility Requirements (Section 0620) or the proposed alternate eligibility criteria will be documented for the target population(s) identified in the application.

**8. FUNDING INFORMATION**



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- a. \$13,815,227 is available per 12-month period for all Life Continuum categories for a total three-year amount of \$41,445,681 dependent upon Austin City Council approval.
  - 1. The following funding amounts are available for each Life Continuum category per 12-month period:
    - i. Early Childhood - \$949,416
    - ii. Youth - \$1,961,339
    - iii. Adults and Family - \$7,327,622
    - iv. Seniors and People with Disabilities - \$813,804
    - v. \$2,763,045 is available to be awarded in any Life Continuum category
- b. Applicants shall apply for at least \$50,000 per 12-month period.
- c. It is the City's intent to provide initial three-year contract with three (3) one-year renewal options, for a total contract period not to exceed six (6) years. The initial three-year contract funding period will be October 1, 2015, through September 30, 2018.
- d. The City of Austin reserves the right to adjust the contract amount or scope of work over the contract period based on community needs, applicant's ability to expend funds in a timely manner or any other factor. When the City determines adjustments need to be made, the City will provide at least 90-day notice to the contractor.

**9. ELIGIBLE APPLICANTS**

- a. Any nonprofit or governmental agency that can legally contract with the City (as verified by the City Purchasing Office).
  - 1. City policy does not permit entering into a contract with an entity that owes taxes to the City.
  - 2. The Applicant and its principals may not be currently suspended or debarred from doing business with the Federal Government, as indicated by the United States General Services Administration list of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- b. Applicants shall be able to meet the City's insurance requirements for social service contractors. See the insurance requirements in Section 0400 of the RFP.
- c. Applicant's two most recent consecutive audit years:
  - 1. Shall reflect an unqualified and/or unmodified audit opinion
  - 2. Shall not reflect a "Going Concern Uncertainty"
  - 3. Shall not reflect financial management issues unless Applicant can provide evidence that necessary changes have been implemented.
- d. Applicant's Board of Directors shall:
  - 1. Have specific terms delineated by a beginning and ending date
  - 2. Meet in person a minimum of three times per fiscal year
  - 3. Have a process to review program performance, approve budgets, review financial performance and approve audit reports.
- e. Within the last five years, the Applicant shall have a minimum of two years successful experience working with the proposed target populations and providing the proposed services to clients.

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All Applicants must submit the following documents in a sealed envelope in the same package as their application:

- a. Completed Application Threshold Checklist (Section 0610)
- b. Current Board of Directors by-laws
- c. Approved Board of Directors minutes during the previous fiscal year reflecting the Board has a documented process that:
  - a. reviews program performance
  - b. approves budgets
  - c. reviews financial performance
  - d. approves audit reports
- d. Copy of the most recently filed 990 or 990 EZ, or Extension to File documentation (no older than FY 2012)
- e. A complete set of audited financial statements which include the auditor's opinion and any management letters, covering the two most recent consecutive audit years

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**APPLICATION SUBMISSION REQUIREMENTS**

The Applicant must submit its response in two **SEPARATE** sealed envelopes.

**ENVELOPE #1 – THRESHOLD REVIEW**

This sealed envelope must contain the following:

1. **Application Threshold Checklist – Section 0610**
2. Required Attachments

The envelope should be labeled:      THRESHOLD REVIEW CHECKLIST  
[NAME OF AGENCY]  
[NAME OF PROPOSED PROGRAM]

**ENVELOPE #2 – APPLICATION DOCUMENTS**

This sealed envelope must contain the following:

***1 original and 6 CDs or flash drives each containing all the elements below:***

1. Executive Summary
2. Application
3. Attachments

The envelope should be labeled:      APPLICATION DOCUMENTS  
[NAME OF AGENCY]

**BOTH SETS OF ENVELOPES SHOULD BE SHIPPED IN A BOX (OR BOXES) WITH THE SOLICITATION NUMBER **EAD0116** CLEARLY MARKED ON THE OUTSIDE AND IDENTIFY WHICH ENVELOPE IS IN WHICH PACKAGE.**

**Executive Summary**

The Executive Summary cannot exceed two (2) pages using the Application Format guidelines listed below and must include:

1. A brief description of the Applicant

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2. A brief description of how the application will address the primary self-sufficiency goal and Life Continuum category identified
3. A brief description of any additional self-sufficiency goals and/or Life Continuum categories addressed
4. A brief description of the need of the target population(s) for the strategy/strategies being proposed
5. A brief summary of the proposed program strategy/strategies
6. The amount of funding requested
7. A statement of the Applicant's compliance with all applicable rules and regulations of Federal, State and Local governing entities is required. The Applicant must state compliance with all terms of this Request for Application (RFA).

### **Application Evaluation**

An application must address each item in Parts I, II, & III, outlined below, in order to be considered responsive to the goals of this RFA. Part IV is optional and is not required in order for an application to be considered responsive to the goals of this RFA. A total of 100 points may be awarded to the application in Parts I, II, & III below with an additional 25 bonus points available in Part IV for a potential of 125 total evaluation points. The maximum score per section is noted at the beginning of each section. All responses will be evaluated as to how the proposed program aligns with the goals of this RFA and whether each required response to the evaluation factors has been adequately addressed.

### **Application Format**

The Applicant must use size 12 Times New Roman font. An original Application must be printed double-spaced on single-sided 8½ x 11 inch plain white paper with 1" margins and no Page Scaling. Do not submit booklets, pamphlets, or other bulky items. Do not use covers, card stock, staples, binders, notebooks, or dividers with tabs. Fasten the proposal with binder clips only.

An application cannot exceed **25 (twenty-five) pages**, excluding executive summary, table of contents, signed certifications, budget forms, MOUs, logic models, resumes, job descriptions or other required attachments outlined in the sections below. An **additional 5 (five) pages** is allowed if an application responds to any or all of the items in Part IV of this RFA.

The actual application itself should be organized and labeled using the following

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informational sequence:

**Part I – Program Overview and Strategy**

**Total points: 70**

**A. Connection to the Self-Sufficiency Goals and Life Continuum Categories**

Applicants must use Section 0615 – Connection to Self-Sufficiency Goals and Life Continuum Categories to identify the primary self-sufficiency goal and Life Continuum category the application addresses.

1. Provide information on how the application meets the primary self-sufficiency goal and Life Continuum category.
  - a. If additional self-sufficiency goals and Life Continuum categories are addressed, Applicants must use Section 0615 – Connection to Self-Sufficiency Goals and Life Continuum Categories to identify the secondary self-sufficiency goal(s) and Life Continuum category/categories the application addresses. Applicant must also provide information on how the application meets the additional self-sufficiency goal(s) and/or Life Continuum category/categories in Part IV – Bonus Evaluation Points, Section A – Connection to Additional Self-Sufficiency Goal(s) and Life Continuum Category(ies).

*For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500 – Scope of Work: Section 1 – Introduction, 1.1 & 1.2.*

**B. Target Population(s) for the Goal(s)**

1. Describe the target population(s) that will be served and if this population is similar to or different from your current service population.
  - a. If the target population(s) is similar to your current service population, please provide a description of your experience and success working with this population.
  - b. If the target population(s) is different from your current service population, describe the modifications and new strategies you will implement to serve the new target population(s).
2. Provide data and data source(s) to demonstrate the need of the target population(s) for the strategy/strategies being proposed. Data should include but are not limited to:
  - a. Target population demographic/Census data
  - b. Quantified target population unmet need(s)
  - c. Applicant's trends in target population unmet need(s)
  - d. Waiting list information (if applicable)
  - e. Data from community databases, such as Homeless Management Information System, showing target population unmet need(s) (if applicable)

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3. Describe the strategy/strategies that will be implemented to serve clients with a criminal history.
4. Describe how the Client Eligibility Requirements (Section 0620) will be documented for the target population(s) identified in the application.
  - a. If alternate eligibility criteria are being proposed, define the alternate eligibility criteria and provide justification about why the alternate eligibility criteria are appropriate for the proposed strategy/strategies. Also describe how the alternate eligibility criteria will be documented for the target population(s) identified in the application.
5. Describe how the agency will ensure all four of the following National Culturally and Linguistically Appropriate Services (CLAS) Standards in Health and Health Care (<http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15>) are in place to ensure cultural and language differences are not a barrier to services.
  - a. Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis.
  - b. Offer language assistance to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services.
  - c. Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.
  - d. Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided.

*Agencies are encouraged to implement all 15 CLAS Standards listed on the website identified above.*

**C. Program Strategy to Accomplish the Goals**

1. Describe the program strategy/strategies.
2. Describe how the proposed strategy/strategies reflect evidence-based, research-based, or promising practices. Explain the rationale behind the program design. Include which level of evidence the program model falls in, according to the Section 0635 - Defining Evidence Guideline, and how this design meets the specific needs of the target population(s) identified in the application.
  - a. If the program falls in the category of evidence-based or research-based, provide a description of evidence used, including source(s), and method for ensuring program model fidelity. Provide a logic model for innovative approaches.
  - b. If the program falls into the category of “promising practice,” include (a) a logic model as an attachment to the application and (b) a brief plan for evaluation.
3. Describe how the program strategy/strategies align with one or more of the goals outlined in Section 0500 – Scope of Work: Section 3 – Principal Objective and Goals.



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4. Describe how the program strategy/strategies correspond to the Imagine Austin Comprehensive Plan vision statement and one or more of its core mission statements (Section 0500 – Scope of Work: Section 4 – Connection to Imagine Austin).
5. Describe any barriers and challenges the target population(s) may encounter accessing services and how these barriers and challenges will be mitigated.
6. If the proposed strategy/strategies reach individuals in multiple Life Continuum categories and/or are collaborative/cooperative with other service providers, describe how the proposed strategies will be implemented to successfully reach individuals in multiple Life Continuum categories and/or how the proposed collaborative/cooperative will successfully work together to maximize service delivery to the target populations.
7. Describe any barriers and challenges you may encounter implementing the proposed strategy/strategies and how you will overcome them.
8. Describe any subcontractor partnerships funded under this application and informal relationships with service providers not funded under this application. Describe how they are necessary and/or appropriate for the strategy/strategies proposed.
9. Describe the project activities.
10. *For Applicants proposing homelessness prevention and/or homeless intervention services:* Applicants will be required to adhere with the City of Austin Health and Human Services Department Homeless Housing Habitability Standards. Describe how your organization will comply with the requirements outlined in Section 0625 – Homeless Housing Habitability Standards.

**D. Performance Measures – Impact on the Goals**

Applicants must use Section 0640 – Program Performance Measures and Goals to indicate their specific Output and Outcome Measures.

1. Describe how the Applicant will calculate the required and any other proposed outputs and outcomes.

**Output Measures**

All applications must include the following high-level outputs:

1. Number of unduplicated clients served per 12-month contract period
2. Number of unduplicated clients served during the initial 36-month contract period

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Additional outputs may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

**Outcome Measures**

All applications must include one or more of the following high-level outcomes designed to demonstrate progress toward self-sufficiency through the Life Continuum:

1. Percent of households that maintain housing or transition into housing
2. Percent of individuals who maintain or increase income
3. Percent of individuals who make progress toward treatment plan goals
4. Percent of children and youth who progress to the next developmental or academic level
5. Percent of individuals who demonstrate improved life skills and/or knowledge

Additional outcomes may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

**E. Service Coordination**

1. Describe how the Applicant coordinates their services with services being provided by other agencies relevant to the proposed strategy/strategies in order to minimize duplication and maximize client access to services.
2. Describe how the Applicant coordinates with other agencies (i.e. to refer and receive clients, to provide comprehensive services, etc.). If you are not currently coordinating with other agencies, what is your plan for establishing coordination?
3. If applicable, attach any program Memoranda of Understanding (MOU) and explain how this arrangement improves service delivery to clients.
4. Describe how clients will be connected to mainstream resources/public benefits (Supplemental Nutrition Assistance Program, Temporary Assistance for Needy Families, Medical Assistance Program, etc.) and/or other City-funded services in order to maximize self-sufficiency.
5. Describe any additional services, not included in this application, which will be provided to the target population and how they will access those services initially and over time.
6. *For Applicants proposing homelessness prevention and/or homeless intervention services:* Describe how your organization has participated in planning for the Coordinated Assessment initiative (<http://austinecho.org/the-solution/coordinated-assessment/> and [https://www.onecpd.info/resources/documents/Coordinated%20Assessment 3.20.12.pdf](https://www.onecpd.info/resources/documents/Coordinated%20Assessment%203.20.12.pdf)) and how your organization will coordinate and collaborate with this community initiative

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throughout the funding period.

**F. Community Planning Activities**

1. Describe Applicant's involvement in community planning activities that are specific to the services proposed in this application.
2. Describe Applicant's involvement in any other relevant community planning activities.

**G. Overall Evaluation Factors Regarding Applicant**

1. Describe the Applicant's experience within the last five (5) years managing relevant local, state, and/or federal contracts and include the contact information of the funder for the contract(s) identified, e.g., Funder Contract Manager's name, title, and phone number.
  - a. The Applicant must describe any relevant City of Austin Health and Human Services Department funding received within the last five (5) years.

*Attach all monitoring reports received within the previous 24 months of administering the relevant City of Austin Health and Human Services Department, other local, state, and/or federal contracts.*

2. Describe experience within the last five (5) years working with the target populations proposed in this Application.
3. Describe experience within the last five (5) years providing services identical and/or similar to those proposed in this application.

**H. Data Management and Program Evaluation**

1. Describe past successes and challenges with data management and reporting, including past experience utilizing an electronic data system.
2. Describe how data are used for identifying problems in strategies, service delivery and expenditures, steps to determine corrective actions, and how the Applicant will ensure corrective actions will be effective.
3. If applicable, describe the process used to collect data from collaborations/cooperatives in a timely manner.
4. *For Applicants proposing homelessness prevention and/or homeless intervention services:*

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Applicant will be required to utilize the Local Homeless Management Information System (HMIS) to track and report client information for individuals who are at risk of homelessness or who are homeless. Please explain how your organization will comply with the requirements outlined in Section 0630 – Homeless Management Information System (HMIS) Reporting Requirements.

**I. Staffing Plan**

1. Describe the overall staffing plan to accomplish activities including project leadership and reporting responsibilities. Provide justification which indicates the staffing plan is appropriate for the proposed strategy/strategies.
2. Using Section 0645 – Program Staff Positions and Time, list the project staff by title and the percentage of each position's time to be spent on the program.
3. Attach resumes or position descriptions for key staff to perform the described services and/or activities.

**Part II – Cost Effectiveness**

**Total points: 20**

Applicants are required to submit a budget of at least \$50,000 per 12-month period (a minimum of \$150,000 for the initial 36-month period) and provide the following information to describe the budget necessary to accomplish the proposed strategy/strategies.

The application will be evaluated on how well it addresses **all** of the following:

**A. Budget**

1. A summary description of the budget justification for the program strategy/strategies is required.
  - a. Applicants must use Section 0650 – Program Budget and Narrative to provide the required budget information. All expenses should be identifiable, reasonable, and necessary.
  - b. All subcontractors in this application who will receive City funds must be included in the program budget and the Applicant shall provide separate details for each subcontractor in the Program Subcontractors form located in Section 0650 – Program Budget and Narrative, page 3.
2. Describe the Applicant's fundraising and administrative percentage, calculated from its most recent Form 990. To do so, add the amount in Part IX (Statement of Functional

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Expenses), Line 25, Column C (Management and General Expenses) to the amount in Line 25, Column D (Fundraising Expenses), and divide the sum by Part VIII (Statement of Revenue), Line 12, Column A (Total Revenue), and multiply the result by 100. No other methods may be used to calculate this percentage.

For organizations that filed the short form (IRS Form 990EZ), utilize the long form (IRS Form 990) at <http://www.irs.gov/pub/irs-pdf/f990.pdf> (and instructions <http://www.irs.gov/pub/irs-pdf/i990.pdf>) to determine your fundraising and administrative percentage calculation. Your organization is not required to complete and resubmit the entire long form to the IRS, but must determine the calculation from the long form (IRS Form 990) parts identified above.

**B. Cost per Client**

1. Describe the average cost per City client served. In the description, detail the calculation used to derive the average cost.
2. If applicable, describe the average cost per client served from all funding sources. In the description, detail the calculation used to derive the average cost.
3. Describe the average cost per client achieving each of the performance measures proposed. In the description, detail the calculation used to derive the average cost.
4. Provide justification which indicates the proposed cost is appropriate for the proposed strategy/strategies.
5. Describe the return on investment/social impact the proposed strategy/strategies will make.

**C. Program Funding Summary**

1. Using Section 0655 – Program Funding Summary, provide an overview of all funding sources the Applicant will use for the proposed project.

**Part III – Local Business Presence**

**Total points: 10**

Local Business Presence: The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the

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important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors.

1. Using Section 0605 – Local Business Presence Identification Form provide the information requested regarding the Applicant and Subcontractor(s), if applicable.

<b>Team's Local Business Presence</b>	<b>Points Awarded</b>
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

**Part IV – Bonus Evaluation Points**

**Total points: 25**

**A. Collaborations/Connection to Additional Self-Sufficiency Goal(s) & Life Continuum Category(ies)**

**Maximum 10 points**

A maximum of 10 points will be awarded for Applicants who successfully propose a collaborative, as defined in this solicitation, and/or meets additional self-sufficiency goal(s) and/or Life Continuum category/categories. Applicants will be awarded up to the point values indicated below:

- **Collaboration:**
  - A maximum of 5 points will be awarded for Applicants who successfully demonstrate how the proposed collaborative will work together to maximize service delivery to the target populations **or**
  - A maximum of 10 points will be awarded for Applicants who successfully demonstrate how the proposed collaborative will work together to maximize service delivery to the target populations **and** successfully demonstrate how the application



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meets additional Self-Sufficiency Goal(s) **and/or** Life Continuum category/categories.

**OR**

- **Connection to Additional Self-Sufficiency Goal(s) & Life Continuum Category(ies):**
  - A maximum of 5 points will be awarded for Applicants who successfully demonstrate how the application meets additional Self-Sufficiency Goal(s) **or**
  - A maximum of 10 points will be awarded for Applicants who successfully demonstrate how the application meets additional Self-Sufficiency Goal(s) **and** Life Continuum category/categories.

Applicants must use Section 0615 – Connection to Self-Sufficiency Goals and Life Continuum Categories to indicate the secondary self-sufficiency goal(s) and Life Continuum category/categories their application addresses.

1. If applicable, describe how the proposed collaborative will successfully work together to maximize service delivery to the target population(s).
2. If applicable, provide information on how the application meets the additional self-sufficiency goal(s) and/or Life Continuum category/categories.

*For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500: Section 1 – Introduction, 1.1 & 1.2.*

**B. Leveraging**

**5 points**

For purposes of this solicitation, “leveraging” is specifically defined as follows.

- Leveraged funding is a situation where City funding for the proposed program is required by a third-party funder in order to retain the existing third-party program funding and/or obtain new third-party funding. Applicant must either:
  - currently receive third party funding that will no longer be received by the Applicant if it does not receive City funding for the program, or
  - Applicant has received a notice of funding award from a third-party funder that is contingent upon receiving City funding for the proposed program.In other words, leveraged funding is current and/or committed third-party funding that will be rescinded, reduced, or withdrawn if the Applicant does not receive an award for the proposed program through this City solicitation.
- Leveraged funding must be direct funding for the program proposed by the Applicant and not funding for Applicant’s other programs or solely for Applicant’s general operations.

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The following types of funding/donations ARE NOT considered “leveraging” under this solicitation and may not be included for consideration:

- Funding from non-City sources that does not specifically require City funding to be awarded to the Applicant for the proposed program.
- Funding and funding opportunities that are anticipated but for which the Applicant has not received a notice of funding/award.
- Any type of in-kind, non-cash revenue such as time, expertise, or commodities.
- Anticipated “Return on Investment” benefits for the Applicant or for the community as a whole.

For each leverage opportunity, provide the following information:

1. Identify the third party which requires that the Applicant receive City funding for the program in order to be awarded the third-party funds.
2. Provide the name of the grant, award, or program under which the third-party funds are/will be awarded to the Applicant, the term of the third-party funding, and the amount of third-party funding contingent upon receiving City funding under this solicitation.
3. Specify the date(s) during which the third party requires that the Applicant to receive City funding in order to be awarded the third-party funds.
4. Describe the quantified impact on the proposed program if the Applicant does not receive City funding under this solicitation.
5. Provide contract or other documentation that confirms the requirement of City funding in order to receive the third-party funding as an attachment to the application.

**C. Healthy Service Environment**

**Maximum 10 points**

A maximum of 10 points will be awarded for Applicants who create a healthy service environment for their clients, visitors, and staff. Applicants will be awarded the point values indicated below for having implemented or agreeing to implement prior to 10/01/15 any or all of the four (4) Healthy Service Environment policies with a maximum award of 10 points for all four (4) policies described below.

- **Tobacco-free Campus (3 points)** - Applicant has established and is enforcing a tobacco-free worksite policy and has developed initiatives and programming that promotes tobacco-free living. A tobacco-free campus policy states:

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- Use of tobacco products of any kind are not permitted on any property owned, leased, or rented by the organization (indoors and outdoors). This also includes parking areas and company cars. The policy applies to all employees, subcontractors, temporary workers and visitors.
  - **Mother-Friendly Workplace (3 points)** - Applicant actively promotes and supports breastfeeding by employees and maintains a written worksite lactation support policy that is regularly communicated to employees. The policy includes:
    - employer provides work schedule flexibility, including scheduling breaks and work patterns to provide time for expression of milk;
    - the provision of accessible locations allowing privacy;
    - access nearby to a clean, safe water source and a sink for washing hands and rinsing out any needed breast-pumping equipment; and
    - access to hygienic storage alternatives in the workplace for the mother's breast milk (may include the allowance of personal coolers onsite).
  - **Employee Wellness Initiative (3 points)** - The Applicant has a comprehensive Employee Wellness Initiative in place that promotes nutrition, physical activity, tobacco-free living, and the mental health of employees. The initiative encompasses healthy changes to the physical worksite environment as well as formal, written health promotion policies, programs or benefits impacting all employees. The initiative is promoted through educational and issue awareness efforts by the Applicant, signage and a supportive company culture, championed by leadership.
  - **Violence Prevention Policy (1 point)** - The Applicant is committed to providing a safe environment for working and conducting business. The Applicant will not tolerate or ignore behaviors that are threatening or violent in nature. The Applicant has a procedure to provide guidance for identifying and reporting threats and workplace violence.
1. If applicable, describe how the Applicant has implemented one or more of the Healthy Service Environment policies outlined above. Include the approved and signed policy/policies as an attachment to the application.
  2. If applicable, describe how the Applicant plans to implement one or more of the Healthy Service Environment policies outlined above. Include the key personnel, by position name only, responsible for ensuring implementation. Also, describe any technical assistance which will be provided to assist the Applicant to implement the selected policy/policies.

Technical assistance is available from the City of Austin Health and Human Services Department Chronic Disease Prevention and Control Program to assist Applicants in planning and implementing a Tobacco-free Campus policy, Mother-Friendly Workplace policy and Employee Wellness Initiative. They can be contacted at 512-972-6760.

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**Additional Information:**

**Proposal Acceptance Period:** All applications shall be valid until award, negotiation, and execution of contracts as directed by Austin City Council.

**Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

**Authorized Negotiator:** Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

**Exceptions:** Please be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the application.

**Application Preparation Costs:** All costs directly or indirectly related to preparation of a response to the RFA or any oral presentation required to supplement and/or clarify an application which may be required by the City shall be the sole responsibility of the Applicant.

**Section 0605: Local Business Presence Identification**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.**

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

**\*USE ADDITIONAL PAGES AS NECESSARY\***

**OFFEROR:**

Name of Local Firm	Texas Rio Grande Legal Aid (TRLA)					
Physical Address	4920 N. IH 35 Frontage Rd. Austin, TX 78751					
Is Firm located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes			<input type="radio"/> No		
In business at this location for past 5 yrs?	<input checked="" type="radio"/> Yes			<input type="radio"/> No		
Location Type:	Headquarters	Yes	<input checked="" type="radio"/> No	Branch	<input checked="" type="radio"/> Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm	Austin Tenants' Council (ATC)					
Physical Address	1640 E. 2nd St. # B150 Austin, TX 78702					
Is Firm located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes			<input type="radio"/> No		
In business at this location for past 5 yrs?	<input checked="" type="radio"/> Yes			<input type="radio"/> No		
Location Type:	Headquarters	<input checked="" type="radio"/> Yes	No	Branch	Yes	<input checked="" type="radio"/> No

**SUBCONTRACTOR(S):**

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

## **Executive Summary**

Texas RioGrande Legal Aid, Inc. (TRLA) is a nonprofit organization that provides free, high-quality civil legal assistance and related legal education to low-income residents throughout 68 counties of South, West, and Central Texas. As the largest provider of free civil legal aid in Texas, TRLA serves approximately 20,000 clients per year—5,000 of whom reside in Austin. TRLA's clients are some of the most vulnerable, at-risk members of the community who, without legal intervention, would face homelessness, economic hardship, and injustice.

TRLA seeks funding from the City of Austin in the amount of \$221,640 to provide low-income residents with essential legal services to address housing and public benefits challenges. Collaborating with Austin Tenants' Council (ATC) as a subcontractor (representing \$43,555 of the total funding request), TRLA will serve clients under the Adults & Families and Seniors & People with Disabilities categories of the life continuum. ATC is a nonprofit dedicated to protecting tenants' rights and preventing housing problems. Services will specifically assist clients in identifying and maintaining stable housing and/or public benefits through education, advocacy, and civil legal interventions. These strategies seek to address the following self-sufficiency goals: safety net/infrastructure services, transition out of poverty, problem prevention, and universal support services.

TRLA and Austin Tenants' Council have enjoyed a strong working relationship in the past and seek to formalize the collaboration under this grant in an effort to streamline services and efficiently meet client needs. ATC's Telephone Counseling and Mediation Program (TCMP) will continue to promote the advocacy and education of tenants' rights in order to avoid and/or resolve landlord/tenant issues. Under this proposal, ATC will conduct outreach presentations, in-



house counseling, telephone counseling, and emergency mediation to clients who may become or are currently at-risk of losing their housing.

If a client comes to ATC with a housing-related issue that requires legal intervention, he/she will be referred directly to TRLA's Housing Law team. A TRLA attorney and/or paralegal will assist the client in identifying any relevant legal means needed to maintain safe, stable housing. Services may include: defending against evictions; assisting those with criminal status, substance abuse history, or disabilities to obtain housing; and representing individuals in Section 8 housing termination or denial hearings, among many others.

In addition to providing housing-related legal services, TRLA will also serve income-eligible clients who require legal assistance in obtaining or maintaining public benefits that have been denied, reduced, or are due to expire. These services aim to improve a client's economic well-being and ability to access services through programs such as SNAP, Medicaid, Medicare, Social Security Disability Income, and Supplemental Security Income, among others.

Both TRLA and ATC recognize that housing and income are often the linchpins for an individual or family achieving and maintaining self-sufficiency. Between September 2012 and October 2013, TRLA successfully provided legal assistance to over 1,200 income-eligible Austin-based clients to address a housing or public benefits concern. This number alone represents the significant need for free civil legal interventions in our community. TRLA and ATC's services are therefore targeted specifically to prevent low-income individuals and families from falling into the cycle of homelessness and dependence on limited local resources.

Should TRLA receive funding from the City of Austin for this proposal, TRLA and its subcontractor agree to comply with all applicable rules and regulations of Federal, State, and Local governing entities in addition to the terms set forth in RFA #EAD0116.

## **Part 1 – Program Overview and Strategy**

### **A. Connection to the Self-Sufficiency Goals and Life Continuum Categories**

The mission of Texas RioGrande Legal Aid (TRLA) is to promote the dignity, self-sufficiency, safety, and stability of low-income Texans by providing free, high-quality civil legal assistance and related legal education. In essence, TRLA functions as a law firm for the poor, believing that income should never prevent an individual from accessing justice.

For decades, legal aid has been the last remaining hope for thousands of poor individuals and families in Austin. When other social service agencies cannot resolve the legal issues that contribute to homelessness, promote dependency, or prevent self-sufficiency, legal aid provides the ultimate safety net that allows families to stay housed, safe, and stable. Legal aid can prevent evictions and foreclosures; overcome discrimination and other barriers to affordable housing; help ex-offenders, persons with mental health or physical disabilities, and persons with alcohol or substance abuse issues obtain legal redress to access affordable housing and avoid eviction; and obtain public benefits. Through legal representation in court and administrative processes, pro se legal assistance, legal advice and counsel, and outreach in the community, TRLA ensures that low-income residents of Austin receive advocacy and access to the justice system.

TRLA is specifically seeking funding from the City of Austin to provide low-income residents of Austin with essential legal services that address housing and public benefits challenges. TRLA seeks to collaborate with the Austin Tenants' Council (ATC), a local nonprofit organization that provides mediation and advocacy to protect tenants' rights and educate the community on fair housing regulations. TRLA, in conjunction with ATC, will address the following self-sufficiency goals within both the Adults & Families category and the Seniors & Persons with Disabilities category of the life continuum:

*Primary Self-Sufficiency Goal: Safety Net/Infrastructure Services*

TRLA will provide legal assistance to low-income residents to enforce their constitutionally guaranteed legal rights as they relate to housing and public benefits issues. TRLA will additionally collaborate with ATC's Telephone Counseling and Mediation Program (TCMP) to promote advocacy and education of tenants' rights in an effort to prevent and/or resolve landlord/tenant issues. ATC and the TCMP are often the first option for residents who feel their rights have been violated. When an issue cannot be resolved or requires legal action, ATC refers clients to TRLA for legal advice, assistance, and representation. Through legal recourse, education, and advocacy, both TRLA and ATC seek to provide low-income residents with access to safe, stable housing and the means to enforce constitutionally guaranteed rights.

Under the first-sufficiency goal, funds will be used to provide legal representation to individuals and families: 1) facing threatened loss of their home through eviction or foreclosure, with specific focus on individuals with special needs related to ex-offender status, mental or physical disabilities, or substance abuse issues; 2) facing barriers to obtaining affordable and stable housing; or 3) facing threatened loss or denial of public benefits such as Veterans' disability benefits, Supplemental Security Income, Medicaid, Social Security Disability, Medicare, or TANF.

In Austin, TRLA's Housing Law Team focuses on-going efforts on utilizing the statutorily created legal rights and procedural rules available to individuals to protect the guaranteed rights of the poor. Assistance to low-income individuals in conjunction with the first self-sufficiency goal includes: 1) preventing evictions through the judicial eviction and appeal process, especially with families participating in federally-subsidized housing programs; 2) providing legal redress through the judicial and administrative law processes for individuals with ex-offender status,

mental health or physical disabilities, and substance abuse issues who have been denied affordable housing or threatened with loss of housing because of such status or conduct resulting from such status; 3) defending foreclosures to prevent loss of the home, especially home equity foreclosures and foreclosures in which the lender has failed to follow the legal requirements related to the Home Affordable Modification program enacted by Congress; 4) using the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973 reasonable accommodation provision to prevent the eviction or lease non-renewal of persons with mental disabilities by low-income housing tax credit landlords and private landlords; 5) representing individuals and families in Section 8 housing voucher termination actions to ensure they do not lose their subsidy and become homeless; 6) using the Violence Against Women Housing Act Amendments to help victims of domestic violence avoid eviction to overcome federal housing rejections; 7) representing individuals and families rejected for public housing, Section 8 housing voucher programs, and project-based Section 8 in administrative appeal challenges to the rejections; 8) ensuring that tenants in federal housing programs receive the benefit of certain federal statutory protections relating to calculation of rent under the federal formula, such as the earned income disregard, the hardship exemption for minimum rent families, and the right to rent decreases when tenant family income decreases; 9) challenging the policies of project-based Section 8 landlords or tax credit landlords that impose unreasonable criminal history look-back periods and thus forever prevent rehabilitated ex-offenders from securing affordable housing; 10) defending against evictions by private landlords motivated by illegal retaliation or by illegal discrimination in violation of the Fair Housing Act and section 92.331 of the Texas Property Code; 11) using the tax deferral provisions of the Texas Tax Code to prevent property tax foreclosures of those homeowners who are over sixty-two years of age or who have disabilities; and 12) ensuring that

tenants residing in homes that have been foreclosed on by the lender receive the legal protections against eviction enacted by Congress with the passage of the Protecting Tenants Following Foreclosure Act.

*Secondary Self-Sufficiency Goal: Transition Out of Poverty*

TRLA's services help enable a transition out of poverty by assisting individuals and families in securing public benefits that increase their income and self-sufficiency. TRLA represents those whose public benefits have been denied, reduced, or are due to expire when conditions merit an appeal of those decisions. Changing these determinations requires guidance through a multi-staged process that can be lengthy and complicated. In Travis County, TRLA's staff thoroughly educates each client, making him/her aware of potential resources, such as Social Security, Social Security Disability Income, Supplemental Security Income, transportation benefits for the disabled, Temporary Assistance to Needy Families (TANF), Medicaid, Medicare, and food stamps. TRLA also participates in monthly legal clinics for veterans, helping them to access benefits they are rightfully owed for their time in service.

TRLA's services proposed under this project that relate to the second self-sufficiency goal include, but are not limited to: representation in administrative hearings on both housing and public benefit termination actions or rejections; providing advice to individuals and families on a myriad of legal issues relating to housing and public benefits programs to empower them with knowledge of the law, enabling them to self-advocate; and providing community legal education materials on federal housing programs and public benefits programs.

*Additional Self-Sufficiency Goals*

Please refer to Part IV, Section A, which details TRLA and ATC's connection to additional self-sufficiency categories.

## **B. Target Population for the Goals**

### *1. Description of the Target Population*

This project targets individuals and families residing in the City of Austin who have incomes at or below 200% of the federal poverty level and who face overwhelming barriers to housing and/or access to public benefits that threaten family stability and overall self-sufficiency. Many of these families live in, or are trying to access, public housing, project-based Section 8 housing, low-income tax credit housing, or the Section 8 Housing Voucher program. TRLA's screening process is designed to prioritize clients whose legal problems are life-threatening or life-altering. *Any funds awarded under this contract will be used to serve income-eligible clients who reside in the City of Austin.*

Since 1970, TRLA has been providing free civil legal advocacy and related educational services to low-income persons in a direct effort to address basic needs, such as housing, public benefits, employment, safety, and financial support. TRLA's clients include the unemployed, working poor, elderly, veterans, persons with disabilities, victims of domestic violence, single-parent households, the homeless, foster youth, ex-offenders, persons with mental health issues, persons with substance abuse issues, and many other at-risk populations who could benefit from this project.

### *2. Target Population Need*

Despite the portrayal of Travis County as an economically robust community, the reality is that one in five residents—approximately 21.6%, or 236,789 people—live at or below 150% of the federal poverty level. Although individuals can encounter problems requiring a legal remedy at *any* economic threshold, families that struggle to pay rent or put food on the table do not have the disposable income to afford an attorney. One minor legal issue, such as a dispute with a



landlord, can quickly spiral out of control if unaddressed, forcing families into homelessness and further into the cycle of poverty. TRLA currently serves 5,000 individuals in the Austin area per year, recognizing that many low-income individuals in our community are still in need of assistance. TRLA therefore focuses on serving those clients who are facing a life-threatening or life-altering problem, such as a housing issue that may lead to homelessness.

For families with minimal education, language barriers, little to no expendable income, and a myriad of financial, social, and legal problems, the legal system can seem overwhelming. Lawyers can charge hourly fees ranging from \$200 to \$350 or higher—often times requiring an up-front retainer fee—making access to services nearly impossible for low-income individuals. In housing and public benefits cases, low-income families need access to free legal help quickly and easily. TRLA’s service delivery strategy was designed with this in mind.

### *3. Clients with Criminal History*

Both TRLA and ATC serve clients who meet income-eligibility, regardless of criminal history. The ex-offender population, in particular, experiences many barriers to obtaining and maintaining safe, affordable housing. TRLA prioritizes such cases to ensure delivery of legal services to these clients. Individuals are *not denied* services because of criminal history.

### *4. Compliance with Eligibility Guidelines*

TRLA receives a majority of its funding from the Legal Services Corporation (LSC), a federal entity that provides funding for legal service organizations across the country. LSC maintains strict policies regarding eligibility guidelines for clients receiving legal aid, stating that clients must have an income at or below 125% of federal poverty guidelines to receive services. However, in many circumstances TRLA will serve clients up to 200% of federal poverty guidelines based on need.

In order to comply with LSC regulations, City of Austin regulations, and other guidelines set forth by funders, TRLA has developed a careful screening process in which all client income is entered into our unique, secure database, the Client Tracking System (CTS). The CTS will calculate the potential client's total income, enabling the staff member conducting the intake to immediately determine if the client is eligible for services. The CTS also screens for conflicts; if a potential client is an opponent in a pending case being served by TRLA, he/she cannot receive legal help from TRLA. Clients who are found ineligible for services, whether through income or conflicts, are referred to other community resources who can assist in meeting their needs.

TRLA's subcontractor, the Austin Tenants' Council (ATC), will serve individuals up to 200% of the federal poverty level. ATC attempts to gather income, age, and demographic information from all clients receiving in-house counseling and emergency mediation. A majority of clients, aside from those who are currently homeless, are required to sign an Income Declaration form to accompany income documents (e.g. a paycheck stub or Social Security income statement, etc.). ATC may waive this requirement if a client requires emergency mediation due to an immediate threat to housing.

ATC additionally conducts community outreach presentations directed toward low-income residents. ATC works to gather eligibility information from each participant as part of a survey used in determining outcome achievement.

ATC provides telephone counseling to nearly 10,000 clients per year. In order to continue serving a high number of clients seeking help, ATC does not require a lengthy intake procedure. Instead, a random sample of clients is selected each day to participate in a survey that gathers income and demographic information.

##### *5. National Culturally and Linguistically Appropriate Services (CLAS) Standards*

Both TRLA and ATC value cultural competency and seek to provide services in a culturally sensitive manner. TRLA and ATC recognize that a large percentage of clients are bilingual or mono-lingual Spanish speakers, and therefore a majority of both organization's staff members and Board leadership are Hispanic and/or bilingual in English/Spanish. Both TRLA and ATC's printed materials are available in English and Spanish.

Clients are always asked about their communication preferences and are provided the services of a professional interpreter if needed. TRLA attorneys/paralegals have access to the Language Line which can be used to communicate with individuals who speak a language other than English or Spanish. Likewise, ATC allocates funding for interpreters and has contracted with many trained professional interpreters to ensure that no client is denied services due to language barriers. TRLA's evening legal clinics are additionally staffed by deaf interpreters on the first Monday of the month.

### **C. Program Strategy to Accomplish the Goals**

#### *1. Program Strategies*

TRLA, in collaboration with the Austin Tenants' Council, seeks to address the civil legal concerns around housing and public benefits that deter individuals and families from achieving self-sufficiency. Through free civil legal interventions, TRLA assists clients in securing and stabilizing housing and/or income through public benefits, prioritizing cases with the most life-threatening or life-altering needs. ATC aims to prevent and/or mediate landlord/tenant concerns through outreach, education, and advocacy.

#### *2. Strategy Reflects Evidence-Based, Research-Based, or Promising Practice*

Based on forty years of practice, TRLA's legal services regarding housing and public benefits operate around the assumption that securing and maintaining stable forms of housing

and income contribute to an individual or family's self-sufficiency. A 2013 update report on the economic benefits of legal aid services in Texas, funded by the Texas Access to Justice Foundation and conducted by The Perryman Group, found that legal aid organizations across the State of Texas assisted low-income residents in obtaining \$18,989,520 in benefits in 2011 alone<sup>1</sup>. In addition to monetary benefits, legal aid increases self-sufficiency and stability that reduces the likelihood of incarceration, hospitalization, or dependence on emergency shelter—services that greatly strain local, state, and federal resources. TRLA's services as proposed in this project have not been subject to studies that would establish them as evidence-based or researched-based, but are rather based on more than 40 years of experience that demonstrates legal aid assists individuals in obtaining results that would not have been possible without legal intervention. Please see the attached logic model which guides our practice. TRLA continually evaluates its practice based on its ability to meet the outputs and outcomes as proposed in this application.

### *3. Program Strategy Alignment with Principal Objective and Goals*

This project's strategies address both basic needs (including access to food and income through public benefits) and housing services under the Adult and Families category and the Seniors & Persons with Disabilities category. The project additionally addresses safe and affordable housing options that accommodate mental health and physical disabilities under the Seniors & Persons with Disabilities category.

### *4. Connection to Imagine Austin*

This project supports the Imagine Austin vision and specifically the mission statement "Austin values and respects its people." Through this project, TRLA and ATC seek to improve

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<sup>1</sup> The Perryman Group. 2013. *Current and potential economic benefits of legal aid services in Texas: 2013 update*. Waco, TX.

low-income individuals and families' access to safe, affordable housing and opportunities to secure income and other needed services through public benefits.

*5. Barriers/Challenges Facing the Target Population*

Although TRLA is continually assessing the challenges that face our target population, the reality is that some individuals do not seek legal interventions in a timely manner. Many times, applicants seek TRLA's assistance after or immediately before deadline, such as the day before a hearing or after the deadline for a response to a lawsuit had to be filed. Even if a deadline has passed, TRLA attorneys provide detailed verbal or written legal advice to qualifying applicants if there are ways to rectify a situation.

Similarly, clients often have difficulty identifying their problems as legal issues and may not realize their rights have been violated. TRLA conducts regular outreach sessions that are targeted to a specific population or legal issue. TRLA has conducted focused, preventative outreach to current and former foster youth, the elderly, farmworkers, veterans, the homeless, and many others. This outreach educates individuals on their rights and the legal remedies available to them so they can access services in a timely manner.

*6. Collaboration with ATC Across Multiple Life Continuum Categories*

This project proposes a formal collaboration with Austin Tenants' Council (ATC), a service provider with whom TRLA has a long-standing relationship. Clients seeking assistance related to evictions or threats of evictions, reasonable accommodations, landlord/tenant problems, and unauthorized lock-outs, among many other housing issues, may first seek assistance from ATC. Where appropriate, ATC provides telephone counseling, walk-in counseling, and emergency mediation to assist clients in addressing their housing-related issues. However, ATC does not have an attorney on staff; if an issue requires legal intervention, ATC refers the respective client

to TRLA's Housing Law Team. TRLA and ATC have utilized this informal referral method for many years with positive outcomes. TRLA's Housing Law Group Coordinator additionally provides regular staff training to ATC housing counselors to ensure they are aware of changes to the Texas Property Code and federal housing programs.

Both TRLA and ATC serve individuals who fall within the two proposed life continuum categories: Adults & Families and Seniors & Persons with Disabilities. Both TRLA and ATC have successfully demonstrated an ability to serve both populations under this grant in the past, and do not anticipate difficulty in continuing to serve multiple age groups.

#### *7. Barriers/Challenges to Implementing Program Strategy*

Over the past forty years, TRLA has addressed the legal needs facing the low-income communities. Our attorneys and paralegals have extensive experience in navigating the legal processes that accompany barriers to securing housing and public benefits. We have additionally worked with Austin Tenants' Council, the proposed subcontractor, for many years on an informal basis. The largest challenge that TRLA and ATC anticipate during this project is the lack of adequate resources to address the issues facing the large number of low-income residents of Austin. A majority of TRLA's applicants seek assistance for more than one legal problem, however our intake screening process is designed to prioritize clients whose problems are life-altering, life-threatening, or affect a vulnerable population.

TRLA will continue to seek out a diversified funding stream to ensure clients' needs are adequately met. TRLA will additionally continue to form collaborations and partnerships with other community services to ensure clients are served effectively and efficiently.

#### *8. Subcontractor Partnerships and Informal Relationships*



As previously stated, this project seeks to formalize the existing relationship between TRLA and ATC under an official contract. ATC will refer clients requiring legal assistance for their housing-related issues directly to TRLA's Housing Law team. ATC will continue to provide services through in-house counseling, telephone counseling, and emergency mediation to clients whose housing problems are serious but do not (yet) require legal intervention.

TRLA is also supported by a formal partnership (not funded under this contract) with Volunteer Legal Services of Central Texas (VLS), which assists in staffing twice-weekly evening legal clinics. Clients who attend a legal clinic are provided advice from either a TRLA attorney or a private attorney who donates his/her time pro bono as part of VLS. Income-eligible clients who present with a non-urgent matter are assigned to a private attorney recruited by VLS. Priority cases identified as life-threatening or life-altering are served by TRLA attorneys. The Junior League of Austin regularly provides para-professional support for the clinics.

TRLA also has formal partnerships (not funded under this contract) with SafePlace and Asian Family Support Services of Austin, formerly SAHELI, as part of our Legal Alliances for Survivors of Abuse (LASA) project. TRLA assists victims of domestic violence and/or sexual assault at these two organizations access immediate legal assistance in obtaining protective orders, divorces, child custody, child support, and Crime Victim's Compensation.

TRLA's informal partnerships in the Austin area include: Austin Travis County Integral Care, the Austin Police Department, the Travis County Sherriff's Office, the Travis County Attorney's Office, the Texas Advocacy Project, the University of Texas School of Social Work, and the University of Texas School of Law. These partnerships require specific collaboration and serve as a useful tool for coordinating holistic service provision. TRLA also partners with the

Austin Bar Association to provide resources and training to volunteer attorneys who assist with legal needs in the community.

#### *9. Project Activities*

The collaboration between TRLA and ATC seeks to serve clients in a manner that is efficient, prevents overlap, and serves the maximum number of individuals possible. ATC will address the housing-related issues of clients who seek assistance but who do not require legal intervention through their Telephone Counseling & Mediation Program (TCMP). TRLA will provide legal assistance, advice, and/or representation to clients who face a housing or public benefits issue that requires legal action.

##### *ATC (Subcontractor) Activities:*

ATC provides telephone counseling, in-house counseling, emergency mediation, and community outreach to prevent and/or resolve housing issues. ATC's telephone counseling hotline is staffed from Monday-Friday from 9:00 am – 12:00 pm and Monday-Thursday 1:00-4:00 pm. Clients, served in the order they call, are provided approximately five minutes to discuss their question or problem with a counselor. Staff will provide information and referrals that are aimed to increase knowledge about landlord/tenant law and how to resolve housing problems. Although staff receives training on Texas Property Code, it recognizes the limits of tenant counseling and will refer clients to TRLA for legal assistance if needed.

Clients can also access ATC's services through in-house counseling, structured similarly to telephone counseling but in a format that allows more one-on-one time. Clients can access this counseling at either ATC's main office Monday-Thursday from 1:00-4:00 pm (both by walk-in or appointment) or through TRLA's evening legal clinics, held twice weekly on Monday and Wednesdays from 6-8 pm at Webb Middle School and Martin Middle School, respectively.

ATC's TCMP program also includes a component to resolve landlord/tenant disputes through mediation, which is facilitated by an ATC counselor. Situations that typically warrant mediation include illegal evictions, lock-outs, wrongful seizure of property, utility shut-offs, and other crisis situations that pose an immediate threat to housing stability. ATC staff will directly contact a landlord to advocate on behalf of a client through negotiation. If a satisfactory negotiated settlement is not reached, ATC will refer the respective client to TRLA for additional help.

ATC conducts community outreach to low-income residents of Austin through Renters Rights 101 Workshops. These presentations seek to educate participants on the basics of renting in Texas, providing information about the leasing process and pointing out common mistakes first-time and even experienced renters make. ATC plans to make these workshops available through local high schools that offer life-skills classes as well as nonprofits whose clients could benefit from this information.

ATC additionally updates and distributes its "Guide to Affordable Housing in the Greater Austin Area" each year. This guide has become the primary resource for low-income persons seeking subsidized housing. ATC will print and distribute 1,500 copies of the guide to governmental and community groups during the grant period.

*TRLA Activities:*

Clients can access TRLA's services through telephone intakes, walk-ins, and appointments (8 am – 5 pm, M-F) at our Austin location, 4920 N. IH 35. We also host evening legal clinics twice a week from 6-8 pm in conjunction with Volunteer Legal Services of Central Texas (VLS) at Webb Middle School in North Austin and Martin Middle School in East Austin. *Every client who arrives to a clinic between 6-7 pm, is income-eligible, and does not have a conflict is*

*guaranteed the opportunity to speak with a legal advocate.* Clients can also access TRLA's legal services through cooperation with the Austin Resource Center for the Homeless (ARCH), SafePlace, and Asian Family Support Services of Austin. Finally, clients can receive services through TRLA's Telephone Access to Justice (TAJ) call center, staffed by students from the University of Texas School of Law. The TAJ is open to callers Monday-Thursday from 8:00 am until 5:00 pm, and on Friday from 8:00 am until 6:00 pm.

Once a client has applied for legal aid and has been screened for financial eligibility, TRLA staff will conduct a review of the client's case and determine the appropriate level of services required. Because TRLA does not have enough lawyers to provide extended legal representation in every case, TRLA attorneys and paralegals supervised by attorneys (under State Bar of Texas Rules) concentrate on clients with high-priority cases (e.g. those at risk of homelessness, those who are currently homeless and attempting to access affordable housing, those who have been denied or threatened with termination of federal housing or public benefits, and those with ex-offender status, mental health or physical disabilities, or substance abuse issues that affect their ability to obtain and maintain federal housing programs).

TRLA provides legal representation in the judicial process when necessary, representing clients who have been sued and as well as those filing lawsuits. TRLA also provides representation in administrative hearings, negotiations with third parties, legal drafting or documents necessary to resolve cases, and counseling and legal advice. Clients with non-emergency cases may receive either an in-person consultation, or, if more convenient for the client, a telephone consultation followed by an extensive "advice letter" detailing the advice. Clients may also be provided with legal pleadings, legal brochures, and self-help pro se packets, empowering them to represent themselves in the legal system. All client contact and documents

are stored in TRLA's confidential database, the Client Tracking System, which allows staff to view the status of the case, share information among legal staff, and track the results of TRLA's closed cases.

*10. Compliance with Homeless Housing Habitability Standards*

N/A

**D. Performance Measures – Impact on Goals**

**Output Measures**

The first two required output measures, detailed in the attached Section 0650 found on pages 61-53, indicate a combined total number of unduplicated clients served by TRLA and the subcontractor, Austin Tenants' Council. These numbers are based on historical data of each program's past performance. Both TRLA and ATC maintain client records, stored in their respective databases, tracking the number of clients served.

**Outcome Measures**

The first and second outcome measures correspond to the work conducted by TRLA staff. These unduplicated numbers are based on past performance and staff capacity. The assigned attorney or paralegal will maintain an electronic file of each client served under this grant in TRLA's unique and confidential database, the Client Tracking System (CTS). Each client's electronic file will include relevant case information, including the outcome of the case, which will be gathered for reporting by our Grants Management team. TRLA has been a recipient of grant funding from the City of Austin since 2007 and is well versed in gathering data and submitting reports.

The third, fourth, and fifth outcome measures correspond to the work conducted by the subcontractor, Austin Tenants' Council. These figures are also set based on past performance

and staff capacity. Clients who receive in-house counseling or emergency mediation services from ATC will be screened for income-eligibility and will be assigned an electronic file. To calculate outcome #3, ATC staff will screen, at random, at least 124 individual clients who receive in-house counseling to determine any gains in knowledge or skills related to housing. To calculate outcome #4, ATC staff will document the outcome of emergency mediations in the corresponding client file.

ATC also creates an electronic file for clients who receive telephone counseling. Because clients may call requiring assistance more than once, these files allows ATC to determine if a client is a repeat caller and what, if any, information has been previously provided. ATC's hotline assists upwards of 10,000 callers per year. Given the high flow of traffic on the hotline, ATC will survey, at random, at least 300 callers to calculate outcome #5. All evaluative information related to outputs and outcomes will be provided by ATC to TRLA staff to be collectively reported to the City of Austin. Processes and timing for providing this information will be established if and when grant funding is awarded and both parties enter into a formal collaboration under a Memoranda of Understanding.

#### **E. Service Coordination**

As Austin's primary provider of free civil legal services to address public benefits and many types of housing matters, TRLA's services are unduplicated. Similarly, ATC's TCMP program is unique both in Austin and across the state of Texas.

TRLA plays an active role in the communities we serve, and Austin is no exception. Over the years, we have developed a number of informal relationships with local service providers and other entities who view TRLA as the reference point for their clients who require legal services. These agencies include: Austin Resource Center for the Homeless (ARCH), SafePlace, Asian

Family Support Services of Austin, the University of Texas School of Law, Austin Travis County Integral Care (ATCIC), Community Development Housing Corporations, Lifeworks, Caritas, Disability Rights TX, AVANCE, FEMA, the American Red Cross, Court Appointed Special Advocate (CASA), ADAPT, Mobile Loaves and Fishes, Easter Seals of Central Texas, Veterans Services, Consumer Credit Counseling, Austin Children's Shelter, Salvation Army, Volunteer Legal Services, State Bar of Texas, Texas Lawyers Care, Austin Bar Association, Department of Housing and Urban Development (HUD), Good Shepherd Episcopal Church, Austin/Travis County Reentry Roundtable, Ending Chronic Homelessness Organization (ECHO), Corporation for Permanent Supportive Housing, Travis County Mental Health Task Force, House the Homeless, Austin Area Agency on Aging, Austin Travis County Mental Health Jail Diversion, and many others.

In addition to working with local service providers who refer clients, TRLA partners with several hotlines to provide information and refer clients to various community services. These hotlines include: First Call for Help (2-1-1 Texas), Texas Advocacy Project Hotline, Family Violence Legal Hotline, and the State Bar of Texas Disaster Hotline.

TRLA recognizes that many low-income clients seeking legal assistance often have two or more legal matters to resolve. In addition to addressing issues around housing and public benefits as proposed in this grant, TRLA holistically serves clients in the areas of family law, consumer law, civil rights law, and employment law. TRLA's staff currently consists of approximately 120 attorneys and 53 paralegals in 15 offices throughout South, Central and West Texas, working across 39 civil legal practice areas. Staff work together to coordinate holistic services and to resolve *all* of the client's legal matters. Attorneys based in TRLA's Austin office regularly communicate and consult with attorneys based in other branch offices.



## F. Community Planning Activities

TRLA is not involved in any formal community planning activities; however TRLA continually works with community organizations to identify problems or conditions affecting our client population. We monitor city, county, and non-profit planning efforts as they affect our practice and the lives of our clients. This includes the work of the Community Action Network (CAN), the Travis County Community Impact report, and others. TRLA additionally has a good feel for the needs of low-income Austin residents needing legal assistance through our twice-weekly evening legal clinics. These clinics allow us to analyze shifts in the kinds of legal needs as well as the volume of legal need to most effectively serve Austin residents.

## G. Overall Evaluation Factors Regarding Applicant

Founded in 1970, TRLA has extensive experience managing federal, state, and local grant contracts. Please refer to the following list detailing funders who have supported TRLA's work related to housing and/or public benefits both in Austin and across our service region for the past five years:

<b>Funder</b>	<b>Contact/Title</b>	<b>Phone Number</b>
Community Action Network (CAN) Travis County	<i>Joy Stollings</i> , Social Services Program Administrator	(512)-267-3245
Texas Veterans Commission	<i>Edward Pier</i> , Grant Officer	(512)-463-4328
HUD Housing Counseling	<i>Heidi M. Stonehocker</i>	(303)-675-1670
Institute for Foreclosure Legal Assistance	<i>Ira Rheingold</i> , Executive Director	(202)-452-1989
Texas Equal Access to Justice Foundation	<i>Betty Balli Torres</i> , Executive Director	(512)-320-0099
Capital Area Council of Governments	<i>Alpha Balde</i> , Benefits Counselor	(512)-916-6022
City of Austin	<i>Vella Karman</i> , Grants Coordinator <i>Glenn Selfe</i> , Grants Coordinator <i>Kathryn Hightower</i> , Grants Coordinator	(512)-972-5115 (512)-972-5001
Legal Services	<i>Reginald Healey</i>	(202)-336-8827

Corporation		
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Attached please find the monitoring reports for relevant local, state, and federal contracts from the past 24 months.

Both TRLA and ATC have successfully served low-income residents of Austin for the past four decades. Both programs have provided the services detailed in this proposal for many years with past support from the City of Austin. TRLA has received consistent funding from the City of Austin since 2007.

## **H. Data Management and Program Evaluation**

### *1. Past Experience Using a Data System*

TRLA uses an internally developed and confidential database, the Client Tracking System (CTS), to capture all client information. When a client initially applies for legal services with TRLA, all of his/her eligibility and case-related information is entered into the CTS during an intake assessment. Intakes are conducted by non-lawyer intake workers, paralegals, law students, and/or legal secretaries before being referred to an attorney. As a case moves forward, all case-related documents, communication, and updates are maintained in the CTS as electronic files. When a case is closed, the “case handler” (attorney or paralegal) enters the appropriate closing code and the level of service provider (e.g. advice, brief service, litigation, etc.) Each case is assigned one of several outcome codes that relate directly to the work proposed in this application. Examples include: client obtained access to housing under applicable law; client obtained, preserved, or increased general public assistance of TANF benefits/rights; and client obtained access to Section 8 housing, among many others.

The CTS allows staff to generate reports detailing the number of clients served, their demographic information, the level and type of services provided, and the outcome of each

client's case. All TRLA staff are trained in CTS functioning. Additionally, TRLA's Grants Management team regularly runs reports for funders using the CTS.

ATC operates a similar database that captures client information and can be used to generate reports based on the different programs and services provided. This database is confidential and regularly backed up. ATC has additionally used data systems required by the US Department of Housing and Urban Development (HUD) as part of the Housing Counseling and Fair Housing Programs for over ten years.

## *2. Addressing Problems and Corrective Actions*

Tools embedded into TRLA's Client Tracking System (CTS) generate standard and custom-designed statistical reports on individual, team, and program-wide performance that facilitate internal evaluations of program performance. These same tools can also be used to uncover trends in service delivery to clients (e.g. when the program is/isn't allocating program resources appropriately or is/isn't responding promptly to developments that affect the client community).

Team managers can generate a variety of reports, such as caseload reports and litigation reports, from the CTS that chart progress towards program goals. The CTS can also customize reports, such as reports to indicate how many depositions have been taken, how many dispositive motions have been filed, how many adversarial evidentiary hearings have been conducted, or how many adverse witnesses have been cross-examined. These reports can be generated for individual staff, practice team areas, or the entire organization. The CTS is used to analyze broad patterns and trends in activity adversely affecting the client community, such as identifying opponents who adversely impact a substantial number of clients.

In order to evaluate the quality of its services, ATC will distribute and analyze surveys from clients to assess feedback. These surveys will assess client satisfaction and any problems or

concerns with service delivery. Feedback will be discussed at bi-monthly staff meetings to correct any issues or concerns.

*3. Process to Collect Data from Partnerships in a Timely Manner*

TRLA and ATC will formalize a plan for collecting data, to be detailed in an MOU, if and when funding is awarded.

**I. Staffing Plan**

TRLA's staffing plan includes a percentage of time from six Staff Attorneys, including the Group Coordinator/Team Manager of the Housing Law team, six Paralegals, and one Legal Secretary. This plan also includes a percentage of time for administrative staff, including the Austin branch Office Manager, a member of Accounting, and a member of the Grants Management team. Please find the attached job descriptions, found on pages 34-48, detailing the responsibilities for each of these positions.

Five staff attorneys and two paralegals funded under this grant are assigned to TRLA's Housing Law team and will receive supervision and oversight from the Group Coordinator and Team Manager, Fred Fuchs. Mr. Fuchs will additionally provide on-going training to Austin Tenants' Council staff as he has in previous years. The remaining staff attorney (and Austin office Branch Manager) is dedicated to public benefits related work and will supervise the remaining four paralegals, Legal Secretary, and Office Manager. The Accountant and Grants Manager assigned to this grant will assist in preparing reports and conducting grant-related administrative tasks. Both positions are based out of TRLA's headquarters in Weslaco, TX.

The staffing plan for the subcontractor, Austin Tenants' Council, includes a percentage of time for the Executive Director, six Housing Specialists, two Intake Specialists, one Fair

Housing Program Director, and tech support. Please find the attached job descriptions, found on pages 49-53, detailing the responsibilities of each of these positions.

The Executive Director is the direct supervisor of the TCMP program and will be responsible for monitoring the program's progress and submitting data to TRLA for reporting purposes. She will additionally serve clients through telephone counseling and walk-in counseling at both ATC and the evening legal clinics, and will be responsible for staff training and volunteer coordination. The Housing Specialists (6) will conduct telephone counseling, walk-in counseling, and counseling at the evening legal clinics in addition to educational presentations at schools, tenant groups, and local social service agencies. The Intake Specialists (2) will perform clerical duties, set appointments, and provide support to staff as needed. The Fair Housing Program Director will provide program support and will act as the program's supervisor in the absence of the Executive Director. The Technical Support Specialist will provide technical assistance in database development and maintenance, create outreach materials, and provide administrative support as needed.

## **Part II – Cost Effectiveness**

### **A. Budget**

The attached budget details TRLA's twelve-month request of \$221,640, which includes funding (\$43,555) for the proposed subcontractor, Austin Tenants' Council. Funding for TRLA will cover a percentage of time for six attorneys and six paralegals to appropriately meet the legal needs related to housing and public benefits facing Austin's growing low-income population. These twelve key staff will be supported by administrative staff, including one legal secretary, one office manager, one grants manager, and one accountant. The fringe benefits for TRLA staff include FICA, pension, and health, dental, and life insurance. The total personnel

costs for TRLA requested from the City of Austin amount to \$154,317 under the Adults and Families category. TRLA additionally requests \$23,768 to cover the mortgage of TRLA's Austin-based branch office where the work funded under this grant will take place.

The funding request for Austin Tenants' Council (\$43,555) will fund a percentage of time for one Executive Director, one Fair Housing Director, six housing specialists, two intake specialists and tech support. Included in this request are \$5,155 in general operating expenses to cover a portion of building rent, postage, telephone, and supplies necessary for this grant.

TRLA's fundraising and administrative percentage is approximately 6.6%.

## **B. Cost Per Client**

The average cost per client served by TRLA is approximately \$704. This figure was calculated by dividing the personnel funding requested from the City of Austin (\$154,317) by the number of unduplicated clients TRLA plans to serve in a 12-month period ( $n = 219$ ). The average cost per client served by the subcontractor, Austin Tenants' Council, is approximately \$7.60. This figure was calculated by dividing the personnel funding requested from the City of Austin (\$38,400) by the number of unduplicated clients ATC plans to serve in a 12-month period ( $n = 5,040$ ).

The average cost per client served by TRLA from *all* funding sources is approximately \$691. This figure was calculated by dividing the total funding amount (\$1,006,501) by the number of unduplicated clients TRLA plans to serve in a 12-month period ( $n = 1,455$ ). The average cost per client served by ATC from *all* funding sources is approximately \$8.68. This figure was calculated by dividing the total funding amount (\$69,403) by the number of unduplicated clients ATC plans to serve in a 12-month period ( $n = 8,000$ ).

The average cost per client for each program performance measure was derived using a similar calculation. The average cost per client who receives assistance from TRLA to address a housing and/or public benefits issue that results in a positive outcome (n = 397) is approximately \$388. The average cost per client who receives in-house counseling services, emergency mediation, and/or telephone counseling from ATC that results in a successful outcome (n = 427) is approximately \$89.

The requested funding from the City of Austin is proportional to the existing need, number of clients who will be served, and organizational capacity. Both TRLA and ATC have demonstrated the ability to meet the proposed outputs and outcomes in the past with similar personnel assignments and funding amounts.

With funding from the City of Austin, TRLA and ATC seek to positively influence the self-sufficiency of low-income Austin residents by assisting them in securing housing and/or public benefits and therefore shifting reliance away from local resources such as emergency shelters, hospitals, emergency rooms, food banks, and community service providers.

### **C. Program Funding Summary**

Please refer Section 0655: Program Funding Summary, which is attached.

### **Part III – Local Business Presence**

TRLA's Austin office, the primary entity for this contract, along with the proposed subcontractor, Austin Tenants' Council, maintains a 100% local business presence.

### **Part IV – Bonus Evaluation Points**

#### **A. Collaborations/Connection to Additional Self-Sufficiency Goal(s) & Life Continuum Categories**

TRLA, in collaboration with the Austin Tenants' Council (ATC), seek to meet the following additional self-sufficiency goals:



*Tertiary Self-Sufficiency Goal: Problem Prevention*

ATC's services educate tenants and landlords on relevant rights and responsibilities to prevent housing problems. Both landlords and tenants often do not understand Texas's intricate landlord/tenant laws, causing them to make critical mistakes that can result in eviction—such as when a tenant withholds rent because a landlord has failed to make repairs. ATC's Telephone Counseling and Mediation Program (TCMP) provides services to individuals through on-site counseling, telephone counseling, and by maintaining a website on landlord/tenant information. The TCMP seeks to make information available and easily accessible for individuals so that housing issues are avoided.

*Quaternary Self-Sufficiency Goal: Universal Support Services*

Both TRLA and ATC seek to provide the Austin community with universal support services around the issue of housing through education, outreach, and advocacy. As Austin continues to experience rapid growth, affordable housing options become more limited. Tenants are viewed as expendable; some landlords may be unwilling to comply with laws because a tenant who complains can easily be replaced by one who does not. These issues are exacerbated by continually changing housing laws at the federal, state, and local level, as well as policy changes related to subsidized housing. Both TRLA and ATC provide legal and housing assistance to some of the most at-risk members of our community: unemployed persons who face eviction for failing to pay rent, homeless persons seeking housing, young families who are inexperienced renters, and persons with disabilities who need assistance understanding their rights to reasonable accommodations under Fair Housing Law. TRLA has additionally pursued litigation against landlords, management companies, and housing communities for failing to comply with

housing laws and regulations. Both TRLA and ATC are committed to providing support services that encourage change at the individual and systemic level.

**B. Leveraging**

N/A

**C. Healthy Service Environment**

Please refer to the attached document detailing TRLA's Tobacco-Free Campus, Mother Friendly Workplace, and Employee Wellness Initiative policies, which were adopted by the Board of Directors on 3/22/14.

### Texas RioGrande Legal Aid (TRLA) Logic Model

Inputs & Resources	Activities	Outputs	Outcomes	Impact
<p>TRLA Staff:</p> <ul style="list-style-type: none"> <li>• Group Coordinator/Team Manager (1)</li> <li>• Staff Attorneys (5)</li> <li>• Paralegals (6)</li> <li>• Legal Secretary (1)</li> <li>• Office Manager (1)</li> <li>• Grants Manager (1)</li> <li>• Accountant (1)</li> <li>• Intake/Telephone Access to Justice staff</li> </ul> <p>Austin Tenants' Council (ATC, Subcontractor) Staff:</p> <ul style="list-style-type: none"> <li>• Executive Director (1)</li> <li>• Fair Housing Program Director (1)</li> <li>• Housing Specialists (6)</li> <li>• Intake Workers (2)</li> <li>• Tech Support (1)</li> </ul> <ul style="list-style-type: none"> <li>• Interpreters/translators (as needed)</li> <li>• Funding from the City of Austin</li> <li>• Office space (both TRLA and ATC)</li> </ul>	<p>TRLA and ATC will provide the following services to low-income adults, families, senior citizens, and persons with disabilities residing in the City of Austin:</p> <p>TRLA:</p> <ul style="list-style-type: none"> <li>• Assistance, advice, and representation related to obtaining and/or stabilizing housing and/or public benefits</li> <li>• Written information on federal housing programs and/or public benefits programs</li> <li>• Referrals to community resources, as needed</li> </ul> <p>Austin Tenants' Council:</p> <ul style="list-style-type: none"> <li>• Telephone counseling</li> <li>• In-house counseling</li> <li>• Counseling at TRLA's Evening Legal Clinics</li> <li>• Emergency Mediation</li> <li>• Community outreach and educational workshops</li> <li>• Distribution of "Guide to Affordable Housing in Austin"</li> <li>• Referrals to community resources, as needed</li> <li>• Refer clients requiring legal intervention to TRLA.</li> </ul>	<p>Over a twelve-month period, TRLA will provide at least 260 clients legal assistance to address a housing-related issue.</p> <p>Over a twelve-month period, TRLA will provide at least 158 clients legal assistance to address a public benefits-related issue.</p> <p>Over a twelve-month period, ATC will serve at least 5,040 clients through telephone counseling services, in-house counseling services, and/or emergency mediation services.</p>	<p>Increased number of low-income adults, families, senior citizens, and persons with disabilities living in the City of Austin who maintain stable housing and/or public benefits such as SSI, TANF, SNAP, etc.</p> <p>Increased number of adults, families, senior citizens, and persons with disabilities residing in the City of Austin who understand and enforce their legal rights and knowledge as related to housing and/or public benefits.</p>	<p>Increased number of self-sufficient adults and families residing in the City of Austin.</p> <p>Decreased number of wrongful evictions or lease terminations in the City of Austin.</p> <p>Decreased strain on City of Austin and other local resources.</p>



## Texas RioGrande Legal Aid, Inc.

300 South Texas Blvd.  
Weslaco, Texas 78596-6108  
Telephone: (956)-447-4800  
Fax: (956)-968-8823  
www.trla.org

April 8, 2014

City of Austin, Purchasing Office  
Municipal Building  
124 W. 8<sup>th</sup> Street, Room 308  
Austin, TX 78701

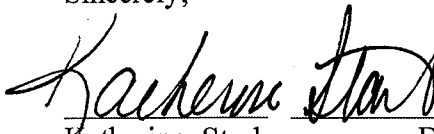
Re: RFA: EAD0016 - Self-Sufficiency Continuum for Social Services


This letter represents the commitment of Texas RioGrande Legal Aid (TRLA), the lead applicant, and the Austin Tenants' Council (ATC), the proposed subcontractor, to enter into a formal agreement for the services defined in the attached proposal, should the proposal be granted in full.

As the proposal specifies, ATC will work as a sub-grantee in concert with TRLA to address the housing challenges facing many low-income Austin residents. If and when an award is made, TRLA and ATC will formalize the agreement regarding their work together as contractor and subcontractor and will send a copy of the signed agreement to the purchasing office.

Please call us with any questions.

Sincerely,

 4/8/14  
\_\_\_\_\_  
Katherine Stark                      Date  
Executive Director  
Austin Tenants' Council

 04/17/2014  
\_\_\_\_\_  
David Hall                      Date  
Executive Director  
Texas RioGrande Legal Aid

**TEXAS RIOGRANDE LEGAL AID, INC.**  
**PRACTICE AREA GROUP COORDINATOR**

The Practice Area Group Coordinator has the overall responsibility for the direction and smooth functioning of the Practice Area teams that are within the Practice Area Group. Group Coordinators make personnel and legal decisions on a regular basis.

Primary duties and responsibilities of this position include:

1. Oversees the legal work of the Practice Area Teams within the Group;
2. Allocates staff and resources among teams;
3. Reviews caseloads to ensure that there is balance among staff and teams;
4. Provides mentoring to Practice Area Group members;
5. Reviews intake disposition decisions on a regular basis to assure that equitable treatment is extended to all clients and that disposition decisions are made in a manner that is consistent with TRLA policies and priorities;
6. Reviews all Significant cases on a regular basis to assure that the quality and timeliness of legal work by team members is maintained;
7. Enforces funding regulations and program policies;
8. Resolves conflicts among Practice Area teams and Branch Managers regarding case assignments;
9. Maintains coordinated communications among teams on case developments, co-counsel assignments, and developments in the law in the practice areas through regular meetings and/or conference calls and email or other written materials;
10. Identifies cases and clients in the Practice Area that do not readily access the intake system and assuring that all clients have equal access to program resources;
11. Prepares routine forms and default legal advice, developing modules and procedures, and making recommendations for other improvements to the Client Tracking System that enhance the efficiency of program operations;
12. Monitors and reviews changes in laws, and coordinates forums to review such changes;
13. Analyzes case trends and issues affecting clients;

14. Submits an annual report of Practice Area activities to the Litigation Director, Deputy Director of Litigation, and Executive Director on December 1 of each year;
15. Implements policies and procedures adopted by the Board of Directors or promulgated by the Executive Director;
16. Disciplines and terminates employee team members, when case-related;
17. Responds to quality of service client grievances after receiving same from a Team Manager within the Coordinator's group.
18. Responds to team member's substantive complaints if not resolved by the Team Manager;
19. Has a public relations role with the bar, community and client organizations, representing TRLA in appropriate matters.
20. Takes all actions necessary or appropriate to bring group resources to bear on the legal problems of clients, in a manner that is consistent with program rules and policies.

**Qualifications:**

1. Licensed to practice law.
2. Practice experience in the area of the team to which assigned.
3. Preferably have some staff supervision or management experience.
4. Preference given to persons bilingual in English and Spanish.

**TEXAS RIOGRANDE LEGAL AID, INC.**  
**PRACTICE AREA TEAM MANAGER**

The Practice Area Team Manager has the overall responsibility for the direction and smooth functioning of the Practice Area team s/he manages. Team Managers make personnel and legal decisions on a regular basis.

Primary duties and responsibilities of this position include:

1. Supervises the legal work of the staff assigned to the Practice Area, including regular spot checks of closed cases and quarterly case reviews;
2. Schedules Duty Attorney assignments for team members to assure that for every day there is at least one attorney responsible for reviewing intake and making case disposition decisions;
3. Reviews intake disposition decisions on a regular basis to assure that equitable treatment is extended to all clients and that disposition decisions are made in a manner that is consistent with TRLA policies and priorities;
4. Reviews and approves Significant Case Litigation Approval forms submitted by team members for new litigation involving significant cases to be undertaken by the Practice Area team, and approves such case closings;
5. Approves litigation expenses of up to \$500 per case;
6. Reviews all Significant cases on a regular basis to assure that the quality and timeliness of legal work by team members is maintained;
7. Enforces compliance with funding regulations and program policies;
8. Maintains coordinated communications among team members on case developments, co-counsel assignments, and developments in the law in the practice area through regular meetings and/or conference calls and email or other written materials;
9. Coordinates continuing legal education activities for members of the team to assure that each member is availing herself of training opportunities;
10. Coordinates community legal education and outreach activities for the team;
11. Identifies cases and clients in the Practice Area that do not readily access the intake system and assuring that all clients have equal access to program resources;
12. Prepares routine forms and default legal advice, developing modules and



procedures, and making recommendations for other improvements to the Client Tracking System that enhance the efficiency of program operations;

13. Monitors and reviews changes in laws, and coordinates forums to review such changes;
14. Analyzes case trends and issues affecting clients;
15. Submits an annual report of Practice Area activities to the Litigation Director and Executive Director on December 1 of each year;
16. Implements policies and procedures adopted by the Board of Directors or promulgated by the Executive Director;
17. Approves leave requests of team members, in coordination with branch managers;
18. Participates in recruitment and hiring of attorneys and other team members;
19. Disciplines and terminates employee team members, when case-related;
20. Responds originally to client grievances when a grievance arises over the quality of service of the manager's team;
21. Responds originally to team member's substantive complaints;
22. Approves case-related training and travel requests of team members;
23. Has a public relations role with the bar, community and client organizations, representing TRLA in appropriate matters.
24. Takes all actions necessary or appropriate to bring team resources to bear on the legal problems of clients, in a manner that is consistent with program rules and policies.

**Qualifications:**

1. Licensed to practice law or has extensive experience in subject area
2. Practice experience in the area of the team to which assigned
3. Preferably have some staff supervision or management experience
4. Preference given to persons bilingual in English and Spanish

**TEXAS RIOGRANDE LEGAL AID, INC.**  
**STAFF ATTORNEY**

The position of staff attorney is a professional position with duties and activities of an extremely diverse nature which are commensurate with the provision of legal services to eligible individuals and groups. A staff attorney works under the supervision of the branch manager of the office to which assigned, as well as under one or more team managers. The primary duties and activities of the staff attorney may include the following and any other such duties and activities as are related to the practice of law by an attorney:

1. Practices civil law for eligible clients in accordance with the Disciplinary Rules of Professional Conduct of the applicable state and consistent with office standards of practice;
2. Supervises and/or works with legal paraprofessionals as assigned;
3. Complies with all case reporting requirements, including timekeeping, case activities, legislative and rulemaking, private attorney involvement, community education presentations, etc.
4. Keeps current on the state of the law and procedures within areas of law ordinarily handled by the Team to which assigned.
5. Participates in community legal education as directed by the Executive Director, Branch Manager or Team Manager. Prepares educational materials and/or makes public presentations on relevant topics as assigned and participates in TRLA and/or office outreach efforts.
6. Participates in other activities related to poverty law, including publication, permissible legislative and rulemaking activities, media relations in accordance with TRLA policy and applicable laws and regulations.
7. Commensurate with experience, consults, guides and answers questions of other staff members.
8. Fulfills all requirements necessary to remain in good standing with the State Bar and the Supreme Court of the applicable state, including but not limited to, compliance with the minimum requirements for Continuing Legal Education.
9. Attends and/or coordinates clinics or other events as requested by the Branch or Team Manager.
10. Maintains relationships with other programs and agencies as requested by

the Branch or Team Manager, including, but not limited to, attending meetings of such programs and/or agencies.

**Qualifications**

1. Licensed to practice in the applicable state or be willing to apply and take the applicable Bar exam at the next available opportunity.
2. Preference given to those persons bilingual in English and Spanish.

**TEXAS RIOGRANDE LEGAL AID, INC.**  
**PARALEGAL**

The primary duties and activities of a Paralegal may include the following:

1. Provide direct representation of clients in administrative or judicial proceedings as Person-in-Charge of individual cases
2. Maintain a client caseload, exercising the independent professional judgment required of an advocate on all aspects of each individual case
3. Operate under the supervision of a Team Manager or Branch Manager
4. Conduct eligibility and substantive interviews in person and by telephone, which interviews may at times take place outside the regular office setting;
5. Provide basic information and referrals to applicants, including those ineligible for services;
6. Interview clients and witnesses;
7. Conduct follow-up of assigned cases, including investigating facts and researching law;
8. Serve process and subpoenas;
9. Prepare legal documents;
10. Notarize legal documents;
11. Attend and participate in community group meetings and educational forums to conduct intake and make community legal education presentations;
12. Prepare legal educational materials;
13. Translate;
14. Maintain accurate and complete client files and administrative records, including data entry into client database and other requirements, such as timekeeping;
15. Prepare administrative reports required by TRLA;
16. Any other duties required by the Branch or Team Manager.

Qualifications:

1. Bilingual in English and Spanish.
2. Possess verbal, reading and writing skills sufficient to comprehend administrative law manuals and to adequately advocate on behalf of clients.

**TEXAS RIOGRANDE LEGAL AID, INC.**  
**LEGAL SECRETARY**

Duties of the legal secretary include, but are not limited to, the following, some of which tasks may be assigned to one or more legal secretaries within an office:

1. Type, file and handle all clerical office matters for the casehandlers to whom assigned;
2. Maintain client files and applications and complete assigned work on case files within the required time frame;
3. Make copies of documents as requested;
4. Create files for all new cases;
5. Notarize documents;
6. Maintain office law library;
7. Communicate with clients and other lawyers as requested;
8. Coordinate schedules and maintain case requirements calendar of casehandlers, as requested;
9. Prepare standard pleadings for review by attorneys;
10. Set hearings, depositions and other appointments with clients and other attorneys as requested;
11. Compose routine correspondence;
12. Obtain information from data base and check conflict of interest;
13. Make appropriate disposition of applications as instructed by assigned attorney;
14. Answer office telephone as required, and take messages for other staff;
15. Handle incoming and outgoing mail, ensuring that all income mail is distributed to the appropriate parties and that outgoing correspondence is prepared in time and is placed in the appropriate location for mailing;
16. Assist in overflow work to ensure smooth office operations;
17. Maintain office equipment by replenishing toner in copiers and printers when

necessary and refilling copier and printer paper trays as needed; and respond to equipment breakdowns, distracting office conditions and other office conditions requiring management attention;

18. Maintain office supply inventory and requisitions supplies and office equipment when necessary;
19. Maintain trust accounts according to standard accounting procedures, including typing of trust account checks or receipts or reporting, whichever is assigned by the branch manager;
20. Orient new employees on office procedures and briefs employees on policy and procedure changes;
21. Coordinate staff leave and travel arrangements for staff;
22. Verify time sheets and distributes payroll checks and other compensation;
23. Translate;
24. All other secretarial duties as may be requested by the immediate supervisor.

### **Qualifications**

1. Type minimum of 45 words per minute;
2. Experience with word processing
3. Preference given to persons with high school degree or equivalent;
4. Minimum of two years secretarial experience;
5. Bilingual in English and Spanish.



**TEXAS RIOGRANDE LEGAL AID, INC.**  
**ADMINISTRATOR – OFFICE MANAGER**

An office manager manages those supporting functions and resources used by professional staff in the delivery and administration of legal services in an office of more than 30 employees. The office manager may supervise secretaries, reception staff and/or other personnel as assigned and directs the day-to-day support operations of the office. The duties are as follows:

1. Oversees all office equipment, furniture and telephone system. Working through the TRLA Materials Manager, ensures periodic maintenance and, when needed, provides prompt service or repair.
2. Manages the office's stock of consumable supplies, including the ordering, stocking, and distribution of such supplies.
3. Coordinates with the Materials Manager all office printing, including ordering, proofing, stocking, and distribution.
4. Handles all local office space maintenance needs (ordering replacement lights, heating/air conditioning adjustments, etc.). Maintains the order and professional appearance of the office.
5. Handles the petty cash and client trust accounts including record keeping.
6. Monitors and regulates the quality and efficiency of the reception function.
7. Directs the handling of office mail; maintains stamps and postage meter as required.
8. Coordinates any furniture moving, computer cabling, and other office labor needs.
9. Establishes and maintains the office's records and data management systems, including case-related files and materials, agency forms, and other office records.
10. Coordinates the delivery needs of the office staff.
11. Assists the Managing Attorneys or Administrative staff with special projects as requested.
12. Directly supervises legal secretaries and other support staff, as assigned.
13. Maintains reception backup arrangements and schedules.
14. Handles backup secretarial needs as determined by a manager, primarily through the use of temporary services and, occasionally, volunteers.

15. Ensures that the training, development, and recognition needs of the office's secretarial and support staff are met.

**Qualifications:**

1. Bilingual in English and Spanish
2. Computer skills, including Word and Excel
3. Minimum 5 years experience in an office, preferably legal

**TEXAS RIOGRANDE LEGAL AID, INC.**  
**GRANTS MANAGER**

**1. Grant and Financial Planning**

- a. Works with Director of Resource Development to develop budgets for individual grant applications and proposed projects.
- b. Provides other financial information to support grant applications
- c. Uses current and projected grant information to develop annual operating budgets. Works with Financial and Accounting offices to develop these budgets.

**2. Grant Tracking**

- a. Develop systems for effectively and efficiently tracking all grant expenditures.
- b. Tracks expenditures for all TRLA grants to ensure that grant monies are being expended appropriately. Works with Accounting Office staff to track these expenditures.
- c. Provides regular reports to Director of Resource Development, Chief Financial Officer, and Director of Administration regarding grant expenditures.

**3. Grant Reporting**

- a. Responsible for the timely submission of all financial reports to funders.
- b. Works with Director of Resource Development to coordinate project and financial reporting.

**4. Provides other support related to grants planning and management to Director of Resource Development.**

**5. Personnel management**

- a. Works with Group Coordinators and Team Managers to assign staff to appropriate grants
- b. Works with Group Coordinators and Team Managers to train staff on grant requirements
- c. Monitors performance of casehandlers relating to grant requirements

d. Participates in evaluations of casehandlers.

e. Participates in union negotiations on behalf of management

**TEXAS RIOGRANDE LEGAL AID, INC.  
ACCOUNTANT**

The Accountant works under the direct supervision of the Accounting Operations Manager and the general supervision of the Chief Financial Officer. The primary responsibilities are:

1. Provide support for the accounting functions including reconciliations, accounts receivable, accounts payable, payroll, fixed assets and financial reporting.
2. Verifies payroll changes and makes direct deposits.
3. Maintains cash receipts journal.
2. Performs month-end closings including preparation and/or review of journal entries, account reconciliations and reviews detailed financial statements.
3. Prepare and/or review weekly/monthly reconciliations for balance sheet accounts.
2. Research and analysis related to financial statements.
3. Provide assistance with budgeting process.
4. Responsible for maintaining TRLA fixed assets inventory.
7. Performs any other duties as required by the Chief Financial Officer.

**Qualifications:**

1. Bachelors' in Business Administration degree with accounting emphasis
2. At least two years accounting experience through general ledger and journal entry.
3. Proficient in Microsoft Office (Word, Excel); strong computer skills.
4. Bilingual in English and Spanish preferred.



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## **Executive Director**

### **Job Description**

Austin Tenants' Council is a community-based nonprofit founded in 1972 to protect tenants' rights and educate the community on fair housing. Operating under the philosophy that everyone has a right to safe, decent, fair, and affordable housing, ATC fulfills thousands of requests each year for help with housing problems. ATC programs focus on housing discrimination; tenant-landlord education and information; and housing repair and rehabilitation. The Executive Director provides vision and leadership to guide daily management of the organization, and oversees operations.

### **Duties:**

- Manages programs, policy, staff, budget and community relations.
- Recommends policies to the Board of Directors and/or assists in the formation of policies for the effective operation of the agency.
- Administers all financial operations of the agency under the direction of the board.
- Supervises and directs key staff members in the performance of their duties.
- Supervises and approves hiring and disciplinary actions for all staff.
- Conducts RRAP mediations and maintain appropriate case files.
- Performs tenant counseling for VLSCT evening clinic.
- Monitors program performance and recommends new programs.
- Conducts telephone and walk-in counseling to residential tenants and landlords on their rights and responsibilities for Telephone Counseling Mediation Counseling Program; RRAP program.
- Coordinates all funding sources, including city, federal, and private contracts.
- Maintains appropriate relations with other professional and social service groups in the community and serves on appropriate community committees.

### **Requirements:**

- Minimum three years experience as Executive Director of a nonprofit social service agency.
- Experience providing clients with information, referral, and/or counseling.
- Knowledge of local, state and federal laws and regulations governing renters' rights, including landlord/tenant regulations, leasing of property, evictions, procurement, collective bargaining.
- Demonstrated ability to provide proactive, creative leadership in a regulatory environment.
- Experience working with public officials, boards, funding agencies, residents, and people of various socio-economic backgrounds. Sensitivity to low-income and minority clients.
- Knowledge of and experience with state, federal and private foundation grant requirements.
- Proven experience in budget development and monitoring, personnel management, fiscal management and public relations.
- Proven ability to formulate short and long-range plans; leadership ability.
- Excellent written and oral communications skills; strong organizational and computer skills.
- Degree in social sciences or related field.
- Reliable transportation, and other duties as assigned.



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## **Housing Specialist**

### **Job Description**

Austin Tenants' Council is a community-based nonprofit founded in 1972 to protect tenants' rights and educate the community on fair housing. Operating under the philosophy that everyone has a right to safe, decent, fair, and affordable housing, ATC fulfills thousands of requests each year for help with housing problems. ATC programs focus on housing discrimination; tenant-landlord education and information; and housing repair and rehabilitation. The Housing Specialist provides high quality direct services to tenants including advocacy regarding repairs and landlord harassment, mediation, and leadership development for residents of the community.

#### **Duties:**

- Conducts RRAP (Rental Repair Assistance) mediations and maintains documentation.
- Performs telephone and walk-in counseling for residential tenants and landlords on their rights and responsibilities.
- Mediates disputes between tenants and landlords.
- Conducts educational presentations at schools, social service provider agencies, and with tenant groups.
- Coordinates and participates in a dispute resolution committee with landlords.
- Maintains and updates tenant information in computer database.
- Performs tenant counseling for VLSCT (Volunteer Legal Services of Central Austin) evening clinic.
- Performs other duties as assigned by supervisor and Executive Director.

#### **Requirements:**

- Knowledge and experience with landlord/tenant laws.
- Proficiency in conversational Spanish a plus.
- Experience in community outreach, case management and counseling skills.
- Ability to work with a varied client base including clients with special needs and communication barriers.
- Ability to make decisions which have financial and/or legal consequences, and which involve technical complexity.
- Ability to communicate effectively verbally and in writing.
- Ability to work under pressure and with interruptions. Ability to deal with emergencies.
- Ability to make independent decisions to resolve problems or conflicts, and to enforce housing rules and regulations.
- Ability to operate standard office equipment, including a personal computer (PC), etc.
- Degree in related field, or related work/volunteer experience (at least one years related work or two years related volunteer experience can be substituted for degree requirement).
- Reliable transportation.





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## **Intake Specialist**

### **Job Description**

Austin Tenants' Council is a community-based nonprofit founded in 1972 to protect tenants' rights and educate the community on fair housing. Operating under the philosophy that everyone has a right to safe, decent, fair, and affordable housing, ATC fulfills thousands of requests each year for help with housing problems. ATC programs focus on housing discrimination; tenant-landlord education and information; and housing repair and rehabilitation. The Intake Specialist provides administrative and clerical support, and reports to the Executive Director.

### **Duties:**

- Greets walk-in clients. Answers all telephone lines and routes calls to appropriate staff.
- Maintains records of daily visitors (sign-in sheet).
- Provides program information to individuals, and referrals to other agencies.
- Screens individuals for program eligibility and services, and schedules appointments.
- Accepts and documents payment for tenant-landlord lease packets, gifts and in-kind donations.
- Assists in maintenance of agency's program, administrative, and financial files.
- Maintains inventory of brochures and informational packets for pick-up, mail, and distribution.
- Photocopies materials and reports, as requested, for staff and board meetings.
- Transcribes board of directors meeting minutes for agency files.
- Opens and distributes incoming correspondence. Manages postage machine and outgoing mail.
- Writes checks, pays invoice bill(s) and posts payments; files all requests for checks.
- Monitors office equipment and supplies, and orders office supplies for the agency.
- Oversees all copier and printer network issues and maintenance.
- Provides administrative support and training for all staff.
- Coordinates the repair and maintenance of office equipment.
- Responds to and completes staff work-orders.
- Performs other duties as assigned by the Executive Director.

### **Requirements**

- Proficiency in conversational Spanish and English.
- Proficiency with Macintosh PCs, Microsoft Office suite, and standard office equipment.
- Ability to maintain accurate records, office systems and database.
- Ability to handle sensitive and confidential information.
- Sensitivity to low-income and minority clients. Aware of and sensitive to, cultural, ethnic and economic diversity and skilled at handling clients who are dealing with difficult problems and life situations.
- Reliable, punctual. Able to manage multiple tasks in a calm and professional demeanor.
- Exceptional organizational skills. Good written and verbal communication skills.
- Reliable transportation.



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## **Fair Housing Program Director**

### **Job Description**

Austin Tenants' Council is a community-based nonprofit founded in 1972 to protect tenants' rights and educate the community on fair housing. Operating under the philosophy that everyone has a right to safe, decent, fair, and affordable housing, ATC fulfills thousands of requests each year for help with housing problems. ATC programs focus on housing discrimination; tenant-landlord education and information; and housing repair and rehabilitation. The Fair Housing Program Director investigates claims of housing discrimination.

### **Duties:**

- Supervises Fair Housing Program staff.
- Assists with complaint intake, screenings, and determining client remedies.
- Coordinates fair housing testing program to investigate housing discrimination complaints.
- Conducts telephone counseling on fair housing and tenant-landlord issues. Counsels complainants with regard to their rights, options and remedies under the fair housing laws. Assists complainants in trying to negotiate a satisfactory resolution of their complaints.
- Writes reasonable accommodation or modification requests when necessary. Undertakes necessary investigative action in appropriate cases, including consulting with ATC's Testing Coordinator to schedule tests, scout sites, conduct surveys, interview clients and witnesses.
- Refers appropriate cases to federal, state and local agencies for necessary enforcement actions and participates as required in gathering additional evidence and providing any other assistance as needed in those cases.
- Acts as a resource to outside attorneys litigating ATC cases.
- Recruits attorneys for ATC's attorney referral database, and maintains the database.
- Coordinates, writes and submits grant proposals, and contributes to agency newsletter.
- Creates and presents fair housing informational materials at educational forums. Implements community awareness campaign.
- Prepares monthly and quarterly program reports.
- Other duties as assigned by the Executive Director.

### **Requirements:**

- Knowledge of and the ability to interpret complex legal and technical materials including the federal Fair Housing Act, the Texas Fair Housing Act, the City of Austin Fair Housing Ordinance, and the Texas Property Code.
- Experience with fair housing, civil rights, social services or other public interest work.
- Community outreach and organizational experience, case management and counseling skills.
- Excellent written, verbal and interpersonal skills. Strong organizational and computer skills.
- BA/BS degree with relevant experience preferred.
- Bilingual (English & Spanish) language skills a plus. Reliable transportation.



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## **Tech Support**

### **Job Description**

Austin Tenants' Council is a community-based nonprofit founded in 1972 to protect tenants' rights and educate the community on fair housing. Operating under the philosophy that everyone has a right to safe, decent, fair, and affordable housing, ATC fulfills thousands of requests each year for help with housing problems. ATC programs focus on housing discrimination; tenant-landlord education and information; and housing repair and rehabilitation. Tech Support provides agency with technical assistance and support for issues related to computer systems, software, and hardware. This position reports to the Executive Director.

### **Duties:**

- Manages all aspects of agency information technology infrastructure, software, hardware, and security needs, and ensures the protection of sensitive electronic information and proper computer operations so that staff can accomplish organizational tasks.
- Monitors and maintains computer systems and networks, and manages consistent updates on all servers, computers and laptops.
- Ensures network security through firewalls, anti-virus software, password policies, and other methods. Oversees backup and maintenance of the agency's network system and databases.
- Installs and configures computer hardware operating systems and applications.
- Provides guidance for systems, programming, and operations in the solution of hardware/software related problems, and resolves network connectivity issues.
- Installs, updates and maintains software on all workstations, and provides technical support and training for agency employees.
- Coordinates the repair and maintenance of electronic inventories of all IT equipment, software, licensing and agreements.
- Acts as primary point of contact between management and vendors/consultants.
- Other duties as assigned by the Executive Director.

### **Requirements**

- Demonstrated experience with: computer and peripheral installations; remote access tools; hardware and software installation and support; network system configuration and maintenance; Mac and PC platforms; client security principles including host firewall configuration, network security, patching, and antivirus, required.
- Strong knowledge of MS Office and database management.
- Troubleshoots system and network problems; diagnoses and solves hardware or software issues.
- Exceptional skills in organizing, planning, and prioritization, problem solving, attention to details, initiative, reliability, and stress tolerance.
- Enthusiasm for ATC's mission, social service, and community engagement.
- BA/BS degree with relevant experience preferred.
- Excellent written and verbal communication skills, and interpersonal skills.

## RESOLUTION 2014 - 03

Be it resolved that the Board of Directors of Texas RioGrande Legal Aid (TRLA) approves the following additions to board policy:

### I. Tobacco-Free Campus

Texas RioGrande Legal Aid (TRLA) maintains a tobacco-free workplace policy, which states: Use of tobacco products of any kind are not permitted on any property owned, leased, or rented by the organization (indoors or outdoors). This also includes parking areas and company cars. The policy applies to all employees, subcontractors, temporary workers and visitors.

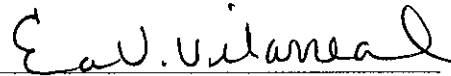
### II. Mother-Friendly Workplace

Texas RioGrande Legal Aid (TRLA) promotes and supports breast-feeding by employees and maintains a written worksite lactation support policy that is regularly communicated to employees. The policy includes:

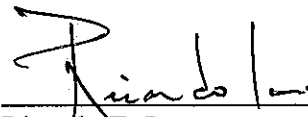
- Employer provides work schedule flexibility, including scheduling breaks and work patterns to provide expression of milk;
- The provision of accessible locations allowing privacy;
- Access nearby to a clean, safe water source and a sink for washing hands and rinsing out any needed breast-pumping equipment; and
- Access to hygienic storage alternatives in the workplace for the mother's breast milk (may include the allowance of personal coolers onsite).

### III. Employee Wellness Initiative

Texas RioGrande Legal Aid (TRLA) maintains a comprehensive Employee Wellness Initiative in place that promotes nutrition, physical activity, tobacco-free living, and the mental health of employees. The initiative encompasses healthy changes to the physical worksite environment as well as formal, written health promotion policies, programs or benefits impacting all employees. The initiative is promoted through educational and issue awareness efforts by TRLA, signage and a supportive company culture, championed by leadership.



Emma V. Villarreal  
Secretary, Board of Directors  
Texas RioGrande Legal Aid



Ricardo E. Lara  
President, Board of Directors  
Texas RioGrande Legal Aid

## Section 0615

### Connection to Self-Sufficiency Goals and Life Continuum Categories

Select the primary Self-Sufficiency Goal and Life Continuum Category that your Application narrative will describe. If applicable, select any secondary Self-Sufficiency Goals and Life Continuum Categories included in your Application narrative.

For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500: Section 1 – Introduction.

<p>Select <b>only one (1)</b> of the following as the primary Self Sufficiency Goal your Application will address:</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Safety Net Infrastructure</li> <li><input type="checkbox"/> Transition Out of Poverty</li> <li><input type="checkbox"/> Problem Prevention</li> <li><input type="checkbox"/> Universal Support Services</li> <li><input type="checkbox"/> Enrichment</li> </ul>	<p>Select <b>only one (1)</b> of the following Life Continuum Categories your application will address based on the primary goal selected:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Early Childhood</li> <li><input type="checkbox"/> Youth</li> <li><input checked="" type="checkbox"/> Adults and Families</li> <li><input type="checkbox"/> Seniors &amp; Persons with Disabilities</li> </ul>
---	--

If additional Self-Sufficiency Goals and Life Continuum Categories are addressed by this Application, please identify each goal in the table provided below:

<p>Self-Sufficiency Goals:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Safety Net Infrastructure</li> <li><input checked="" type="checkbox"/> Transition Out of Poverty</li> <li><input checked="" type="checkbox"/> Problem Prevention</li> <li><input checked="" type="checkbox"/> Universal Support Services</li> <li><input type="checkbox"/> Enrichment</li> </ul>	<p>Life Continuum Categories:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Early Childhood</li> <li><input type="checkbox"/> Youth</li> <li><input type="checkbox"/> Adults and Families</li> <li><input checked="" type="checkbox"/> Seniors &amp; Persons with Disabilities</li> </ul>
---	---

## Section 0640 Program Performance Measures and Goals

### OUTPUT MEASURES

Provide proposed goal amounts for your program in the City of Austin column, the All Other Funding Sources column and the TOTAL (City + All Other) column.

<u>OUTPUT # 1 (Required)</u>	<u>City of Austin</u> Annual Goal	<u>All Other</u> <u>Funding Sources</u> Annual Goal	<u>TOTAL</u> (City. + All Other) Annual Goal
Number of unduplicated clients served per 12-month contract period (both TRLA and subcontractor)	5,259	4,196	9,455

<u>OUTPUT # 2 (Required)</u>	<u>City of Austin</u> Goal	<u>All Other</u> <u>Funding Sources</u> Goal	<u>TOTAL</u> (City + All Other) Goal
Number of unduplicated clients served during the initial 36-month contract period (both TRLA and subcontractor)	15,777	12,588	28,365

<u>OUTPUT # 3 (Proposed)</u>	<u>City of Austin</u> Goal	<u>All Other</u> <u>Funding Sources</u> Goal	<u>TOTAL</u> (City + All Other) Goal
Number of unduplicated clients served by the subcontractor, Austin Tenants' Council, with In-House Counseling services	78	46	124

<u>OUTPUT # 4 (Proposed)</u>	<u>City of Austin</u> Goal	<u>All Other</u> <u>Funding Sources</u> Goal	<u>TOTAL</u> (City + All Other) Goal
Number of unduplicated clients served by the subcontractor, Austin Tenants' Council, with Emergency Mediation services that results in a successful outcome	63	37	100

### OUTCOME (RESULTS) MEASURES

Replace the blue text in the left column of this section with the actual wording of your measures' numerators, denominators, and outcome rates (by %). Also in the right column's shaded blocks, include the corresponding goal amounts and percentages for each line.

Total Program Performance – OUTCOME # 1 (Required)	Total Program Annual Goal
Number of clients who, because of being provided legal assistance by TRLA, obtained, or maintained housing (some cases may have been initiated during a prior contract year) (numerator)	247
Total number of housing legal assistance cases closed (denominator)	260
Percentage of clients who, because of being provided legal assistance, obtained or maintained housing (some cases may have been initiated during a prior contract year) (outcome rate)	95.00%

Total Program Performance – OUTCOME # 2 (Proposed)	Total Program Annual Goal
--	------------------------------



## Section 0640

### Program Performance Measures and Goals

Number of clients who, because of being provided legal assistance by TRLA, obtained, preserved or increased a public benefit (some cases may have been initiated during a prior contract year) (numerator)	<b>150</b>
Total number of public benefits legal assistance cases closed (some cases may have been initiated during a prior contract year) (denominator)	<b>158</b>
Percentage of clients who, because of being provided legal assistance, obtained, preserved or increased a public benefit (some cases may have been initiated during a prior contract year) (outcome rate)	<b>95.00%</b>

<b>Total Program Performance – OUTCOME # 3 (Proposed)</b>	<b>Total Program Annual Goal</b>
Number of unduplicated client households who received In-House Counseling from the subcontractor, Austin Tenants' Council, and reported increased knowledge or skills in addressing their housing problems (numerator)	<b>87</b>
Total number of clients surveyed for this measure (denominator)	<b>124</b>
Percentage of clients who demonstrate improved life skills and/or knowledge related to housing (outcome rate)	<b>70.00%</b>

<b>Total Program Performance – OUTCOME # 4 (Proposed)</b>	<b>Total Program Annual Goal</b>
Number of unduplicated client households who received Emergency Mediation services from the subcontractor, Austin Tenants' Council, and maintained their housing (numerator)	<b>70</b>
Total number of clients surveyed for this measure (denominator)	<b>100</b>
Percentage of clients who successfully maintain housing or transition into housing (outcome rate)	<b>70.00%</b>

<b>Total Program Performance – OUTCOME # 5 (Proposed)</b>	<b>Total Program Annual Goal</b>
Number of unduplicated client households who received Telephone Counseling services from the subcontractor, Austin Tenants' Council, and reported increased knowledge or skills in addressing their housing issues (numerator)	<b>270</b>
Total number of clients surveyed for this measure (denominator)	<b>300</b>
Percentage of clients who demonstrate improved life skills or knowledge related to housing (outcome rate)	<b>90.00%</b>



## Section 0645 Program Staff Positions and Time

List this program's position titles only (do not include staff names) and provide the corresponding number of Full Time Equivalent (FTE) positions which are assigned to this specific program.

Agency: Texas RioGrande Legal Aid

Date prepared: 4/14/14

List Program Staff by Title	Program Staff FTE's
Attorney 1 (TRLA)	14.0%
Attorney 2 (TRLA)	14.0%
Attorney 3 (TRLA)	14.0%
Attorney 4 (TRLA)	14.0%
Attorney 5 (TRLA)	14.0%
Attorney 6 (TRLA)	5.45%
Paralegal 1 (TRLA)	14.0%
Paralegal 2 (TRLA)	14.0%
Paralegal 3 (TRLA)	14.0%
Paralegal 4 (TRLA)	14.0%
Paralegal 5 (TRLA)	14.0%
Paralegal 6 (TRLA)	14.0%
Legal Secretary (TRLA)	22.0%
Office Manager (TRLA)	9.20%
Grants Manager (TRLA)	5.0%
Accountant (TRLA)	5.0%
Executive Director (Subcontractor)	7.0%
Housing Specialist 1 (Subcontractor)	7.5%
Housing Specialist 2 (Subcontractor)	8.0%
Housing Specialist 3 (Subcontractor)	7.0%
Housing Specialist 4 (Subcontractor)	6.0%
Housing Specialist 5 (Subcontractor)	10.0%
Housing Specialist 6 (Subcontractor)	8.0%
Intake Specialist 1 (Subcontractor)	10.0%
Intake Specialist 2 (Subcontractor)	12.5%
Fair Housing Director (Subcontractor)	2.0%
Tech Support (Subcontractor)	7.0%
TOTAL FTEs =	2.86

## Section 0650 Program Budget and Narrative

Program's Line Item Budget	EARLY CHILDHOOD Amount	YOUTH Amount	ADULTS & FAMILIES Amount	SENIORS & PERSONS WITH DISABILITIES Amount	Amount Funded by ALL OTHER Sources	TOTAL Budget (ALL funding sources)
<b>PERSONNEL</b>						
1. Salaries plus Benefits			154,317		599,509	753,826
<b>A. Subtotals: PERSONNEL</b>			154,317		599,509	753,826
<b>OPERATING EXPENSES</b>						
2. General Operating Expenses			23,768		252,676	276,444
3. Consultants/ Contractuals						
4. Staff Travel - <u>Out of Travis County</u>						
5. Conferences/Seminars - <u>Out of Travis County</u>						
<b>B. Subtotals: OPERATING EXPENSES</b>			23,768		252,676	276,444
<b>DIRECT ASSISTANCE for PROGRAM CLIENTS</b>						
6. Food/Beverage for Clients						
7. Financial Assistance for Clients						
8. Other ( <i>specify</i> )						
<b>C. Subtotals: DIRECT ASSISTANCE</b>						
<b>CAPITAL OUTLAY (with per Unit Cost <u>over \$5,000/unit</u>)</b>						
9. Capital Outlay						
<b>D. Subtotals: CAPITAL OUTLAY</b>						
<b>TOTALS</b>						
<b>GRAND TOTALS (A + B + C + D)</b>			178,085		852,184	1,030,269
<b>PERCENT SHARE of Total for Funding Sources:</b>	0%	0%	17%	0%	83%	100%

## Section 0650 Program Budget and Narrative

### *Program Subcontractors*

<b>SUBCONTRACTOR #1</b>		
Name of Subcontractor	Austin Tenants' Council	
Term of Subcontract ( <i>mm/dd/yyyy</i> )	Start date: 10/1/2015	End date: 9/30/2018
Services to be Subcontracted	In-house counseling, telephone counseling, and emergency mediation	
Number of Clients to be Served ( <i>if applicable</i> )	5,040	
<b>Dollar Amounts by Funding Source:</b>		
<u>CITY of AUSTIN amount</u> <b>\$ 43,555.00</b>	<u>ALL OTHER Sources amount</u> <b>\$ 25,848.00</b>	<u><b>TOTAL</b></u> <b>\$ 69,403.00</b>

<b>SUBCONTRACTOR #2</b>		
Name of Subcontractor		
Term of Subcontract ( <i>mm/dd/yyyy</i> )	Start date:	End date:
Services to be Subcontracted		
Number of Clients to be Served ( <i>if applicable</i> )		
<b>Dollar Amounts by Funding Source:</b>		
<u>CITY of AUSTIN amount</u> <b>\$</b>	<u>ALL OTHER Sources amount</u> <b>\$</b>	<u><b>TOTAL</b></u> <b>\$</b>

<b>SUBCONTRACTOR #3</b>		
Name of Subcontractor		
Term of Subcontract ( <i>mm/dd/yyyy</i> )	Start date:	End date:
Services to be Subcontracted		
Number of Clients to be Served ( <i>if applicable</i> )		
<b>Dollar Amounts by Funding Source:</b>		
<u>CITY of AUSTIN amount</u> <b>\$</b>	<u>ALL OTHER Sources amount</u> <b>\$</b>	<u><b>TOTAL</b></u> <b>\$</b>

*(If needed for additional subcontracts, copy blocks above to a new page and re-number them accordingly)*

## Section 0650 Program Budget and Narrative

### *Program Budget Narrative*

Add details to describe the proposed City expenses from your Program Budget form.  
Explanations for the "Other Sources" line items are not required.

PERSONNEL	NARRATIVE/ Descriptions
1. Salaries and Benefits	The requested funds will provide salaries for program staff, including a percentage of time for six staff attorneys, six paralegals, one legal secretary, one grants manager, one office manager, and one accountant. The fringe benefits included in this budget are as follows: FICA, Health, dental, life Insurance and pension for the program staff.
<b>OPERATING EXPENSES</b>	
2. General Operating Expenses	The requested funds will provide assistance for the mortgage for the property at 4920 N. IH-35, Austin, Texas.
3. Consultants/ Contractuals	None
4. Staff Travel - <u>OUT of Travis County</u>	None
5. Conferences/Seminars/ Training - <u>OUT of Travis County</u>	None
<b>DIRECT ASSISTANCE</b>	
6. Food/Beverage for Clients	None
7. Financial Assistance for Clients	None
8. Other Direct Assistance ( <i>must specify</i> )	None
<b>CAPITAL OUTLAY</b>	
9. <u>Capital Outlay</u> ( <i>must specify</i> )	None

## Section 0655 Program Funding Summary

In *last column*, insert the twelve (12) month funding amount for your proposed program into the corresponding cell. Next clearly list all of your other funding sources for this program, with their corresponding program periods and amounts. Also ensure that the Total Program Funding in the bottom right cell is calculated correctly.

Funding Sources	Grant/Contract Name	Funding Period Start (mm/dd/yyyy)	Funding Period End (mm/dd/yyyy)	Funding Amount
City of Austin	Social Services Contract	10/01/2015	09/30/2016	\$221,640
<b>FUNDING AMOUNT TOTAL:</b>				<b>\$221,640</b>



Section 0835: Non-Resident Bidder Provisions

Company Name Texas Rio Grande Legal Aid, Inc.

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

- (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: N/A Which State: N/A

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: N/A



## URBAN COUNTY PROGRAM

1916 TESORO BLVD., • PHARR, TEXAS 78577 • (956) 787-8127 FAX (956) 787-5291  
E-mail: ucp@ucp.co.hidalgo.tx.us

March 22, 2012

Texas Rio Grande Legal Aid  
Attn: David G. Hall  
P.O. Box 220  
Weslaco, TX 78596

**RE: Monitoring Report on HPRP Activities**

Dear Mr. Hall:

Thank you for the professional courtesy and cooperation extended to Mrs. Irma Garza during the Monitoring Visit on March 12, 2012. The purpose of this visit was to ensure HUD funds and activities are being administered in accordance with Federal, State and Local rules and regulations.

The monitoring visit provides for an effective management tool and also allows technical assistance, which identifies problems, resolves or corrects problems and helps avoid potential findings or concerns regarding the expenditure of federal funds.

The monitoring review covered the following areas: HPRP -- Client/Household Eligibility Requirements, Eligible Units & Eligible Activities, Reassessment & Exit, Financial Management, Sub-grantee Management, Overall Grant Management, HMIS Data Collection, Program Related Requirements, Cost Allowability and Other Federal Requirements. Based on our review, there was zero (0) finding and zero (0) concerns cited. (See attached Texas Rio Grande Legal Aid - HPRP Monitoring Report) No corrective action response is required.

As a matter of information, the U.S. Department of Housing & Urban Development (HUD) Regulations define a "Finding" as a violation of law or regulation, which can result in a sanction. A "Concern" is a matter which if not properly addressed, can become a finding and can result in sanctions.

Should you have any questions regarding this report, please feel free to contact Mrs. Irma Garza at (956) 787-8127.

Sincerely,

Diana R. Serna  
Director



## **Texas Rio Grande Legal Aid HPRP Monitoring Report**

As part of the U.S. Department of Housing and Urban Development (HUD) annual monitoring plan, we monitored Texas Rio Grande Legal Aid (TRGLA) on the Homeless Prevention & Rapid Re-Housing Program (HPRP). Our objectives were to determine whether TRGLA complied with the regulatory agreement with the Hidalgo County Urban County Program. Specifically, we wanted to determine whether TRGLA:

1. Adequately supported and documented that HPRP program expenditures were reasonable and necessary
2. Obtained approvals for any distributed funds and
3. Maintained files with the proper documentation needed to qualify the clients

**Background:** A Subrecipient Agreement with the Texas Rio Grande Legal Aid and Hidalgo County Urban County Program for the Homelessness Prevention and Rapid Re-Housing Program was approved by Hidalgo County Commissioners' Court on September 29, 2009 for the amount of \$ 328,328.10. Since then, two (2) budget amendments to reduce the contract amount occurred on August 2, 2011 and January 24, 2012. The revised amendment to the HPRP agreement is now \$240,237.10 and will expire on July 20, 2012. The services will include the following: Housing Relocation & Stabilization Service, Data Collection & Evaluation and Administration under the Homeless Prevention category and will assist the residents of Hidalgo County with legal services.

### **Selection of Files**

The monitoring review was performed on March 12, 2012. The report submitted by TRGLA shows that 162 households were assisted with legal services under the Homeless Prevention category. At random, five (5) files were reviewed and consisted of closed files. The monitoring visit was conducted in one day because TRGLA's caseworker is utilizing the HPRP forms available and therefore, it helped to complete the review. Listed below is the outcome of the review:

### **Part A: Client/Household Eligibility Requirements**

The review of the randomly selected files disclose adequate documentation that the individual or family had at least one initial consultation with a case manager who determined the appropriate type of assistance needed to meet the participants' goals prior to being accepted into the program. The documentation found in project files consisted of a HPRP checklist, Staff Certification, Self-Declaration of Housing Status, Vulnerability Worksheet, HPRP Intake Form, Income Verification, Written Proof of Income, Lease, 3-Day Eviction, Copies of Legal Action, Memo to document risk of losing housing; Intake profile, Citizenship statement or copy of LPR card, Document Release Form, Representation Agreement.

The participant's income in project files that were reviewed showed that four (4) participants were below 30% area median income and one (1) participant was below the 50% area median income. The documentation consisted of all sources of income which had some of the following: check stubs, social security benefits letter, unemployment letter, Food Stamps benefits letter, child support verification and a self-declaration of income statement. The income calculations are very detailed in the budget worksheet and showed all source of income, assets and monthly expenses.

All the files reviewed contained adequate documentation that the individuals or households were at risk of losing their housing. The documentation on four (4) participants consisted of Justice of the Peace Citation to vacate unit and one (1) participant had the Eviction letter. As for the referrals, since the TRGLA does not provide financial assistance to the clients, they refer their clients to non-profits. There was only one (1) file that indicated participant was referred to Mujeres Unidas.

### **Part B: Eligible Units and Eligible Activities**

The five (5) files reviewed contained a legally binding written lease of the rental unit between the property owner and the participant. The written lease contained the name of the property owner, participant's name, the term of the lease and the monthly rent amount. Both parties signed the lease. In addition, the services such as case management is an eligible expenses under the Housing Relocation & Stabilization Services, as documented in the timesheets among the request for payments. TRGLA does not provide financial assistance to the participants. TRGLA provides legal representation to all the participants.

### **Part C: Reassessment and Exit**

The review of the five (5) files did not require a reassessment because participants were exited within three (3) months. However, a review of the HPRP clients report revealed that out of 162 clients, there were only two (2) files that received a reassessment because their cases were on-going. The report showed the case number, entry date and the exit date.

### **Financial Monitoring**

TRGLA has written procedures covering the recording of transactions, an accounting manual and a chart of accounts. TRGLA financial records are consistent with the Urban County financial reports. Also, TRGLA financial reports indicates that they have effective internal control over, and accountability of, all grant funds, property and other assets. Fiscal records and valuables are secured and in a limited – access area whereas, the Grants Manager have access to. The employee salaries are supported with timesheets indicating actual times, not percentages, and in accordance with the applicable regulations. Salaries are being paid from more than one source, and the fiscal records clearly define payments among the funding sources. In addition, employees working solely on the HPRP program charging for their salaries and wages are supported by periodic certifications that the employees worked solely on the program for the period covered by the certification.

In the review of the request for payments, it was noted that there are no Cash Advances that were provided to TRGLA and the request for payments are all for salary reimbursements only. TRGLA is also in compliance with the OMB circular A-133 audit requirements. The audit report completed for TRGLA was conducted by Gomez, Fragoso & Associates, P.C., Certified Public Accountants for fiscal year ending on September 30, 2011, verifies that the audit is in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards. A copy of the Financial Statements and Independent Auditor's Report and Single Audit Reports was submitted to us.

**TEXAS RIO GRANDE LEGAL AID  
FINANCIAL REPORT  
Accounts payable as of : 3/15/2012**

**Expenditure ratio: 88.88%**

HUD #	Activity	Type of Assistance	Funded	Disbursed	Balance	Last Draw Date
6511	H. Rel. Stab.	Homeless Prevention	\$215,269.00	\$192,589.19	\$22,679.81	3/15/2012
6512	Data Collection	Homeless Prevention	\$15,000.00	\$12,463.76	\$2,536.24	3/15/2012
6513	Administration	Homeless Prevention	\$9,968.10	\$8,466.08	\$1,502.02	3/15/2012

**Sub grantee Management**

TRGLA's written agreement shows that the agreement contains sufficient documentation regarding the assigned HPRP activities to enable the Urban County Program to conduct effective compliance monitoring reviews. TRGLA has a method for verifying the accuracy and confidentiality of the participants' data in their Client Tracking System (CTS), an HMIS comparable client-level database for collecting and reporting.

**Overall Grant Management**

The review of costs reveals that staff paid with HPRP funds are working on HPRP activities according to the timesheet descriptions, and the duties for administrative personnel are defined by job descriptions that reflect eligible HPRP administrative costs. The request for payments showed that salaries were paid at minimal under the following categories:

- a. Housing Relocation & Stabilization
- b. Data collections & Evaluation
- c. Administration

**HMIS Data Collection**

TRGLA does not use HMIS. Their client information for the HPRP program is tracked in their Client Tracking System (CTS), an HMIS comparable client-level database for collecting and

reporting data. The files reviewed were all found in the CTS. TRGLA also follows the CTS privacy and security standards related to the collection and storing of data. All files are in filing cabinet under lock and key. TRGLA also enters the data in CTS in a timely manner.

### **Program – Related Requirements**

TRGLA ensures the confidentiality of records pertaining to clients and does not share their information. All files are under lock and key and are not open to the public. The legal assistance to the clients is terminated when the case is closed.

### **Cost Allowability**

TRGLA review of the request for payments showed that only salaries were charged to the HPRP grant. There were no ineligible items found during the review.

### **Other Federal Requirements**

TRGLA is in compliance with Non-Discrimination, Section 504 of the Rehabilitation Act of 1973, and Other Equal Opportunity Requirements. In addition, TRGLA does not engage in lobbying activities.

### **Summary**

We would like to thank you and your staff for your cooperation during our monitoring visit. There are no items that require changes to the program administration or the participant files. We greatly appreciate the efforts of the Texas Rio Grande Legal Aid staff in assisting the County with providing this service.





TEXAS HEALTH AND HUMAN SERVICES COMMISSION

THOMAS M. SUEHS  
EXECUTIVE COMMISSIONER

April 26, 2012

**RECEIVED**  
**APR 30 2012**

Ms. Diana Rodriguez  
Assistant Director  
Texas Rio Grande Legal Aid, Inc.  
300 S. Texas Blvd.  
Weslaco, Texas 78596

**Acceptance Letter TIN # 17416752305**

Re: Single Audit desk review for the fiscal year ended September 30, 2011

Dear Ms. Rodriguez:

Thank you for submitting the audit report of your organization for the fiscal year ended September 30, 2011.

This serves as formal notification that the Texas Health and Human Services Commission (HHSC) - Office of Inspector General (OIG) has conducted a desk review of the audited financial statements and related reports on compliance with *Government Auditing Standards* of the Texas Rio Grande Legal Aid, Inc. for the fiscal year ended September 30, 2011. Based on the review, the audit report meets these requirements.

However, the audit report remains subject to review by other cognizant oversight agencies whose results may differ from those results relating to HHSC programs. Please retain this correspondence for your records, and communicate the results to your independent auditor.

The desk review was conducted to ensure that the Single Audit is in compliance with *OMB Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations*, the *State of Texas Single Audit Circular* and *Government Auditing Standards* applicable to government audits performed by Certified Public Accountants.

The desk review was limited to an examination of the audit report and related reports on compliance and internal controls and was not intended to evaluate the adequacy of the audit work performed. During the desk review, your organization's audited financial statements were examined to ensure compliance with grant award requirements, financial reporting requirements, *OMB Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations*, and the *State of Texas Single Audit Circular*.

Ms. Rodriguez  
Page 2  
April 26, 2012

HHSC - OIG appreciates your cooperation and assistance in complying with federal and state audit requirements. If you have any questions or would like to discuss this report, please contact Scott Labbe at (512) 491-5592.

Sincerely,



Gwendolyn D. McDade, CPA  
Deputy Inspector General of Compliance  
Office of Inspector General

cc: Mr. Jeff Johnson, Director Family and Community Services, HHSC-REF/FV  
Ms. Chanatip Laongsri, Contract Monitoring and Oversight, HHSC-REF/FV

Gomez, Fragoso & Associates, P.C.  
P.O. Box 4587  
Brownsville, Texas 78523



TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

[www.tdhca.state.tx.us](http://www.tdhca.state.tx.us)

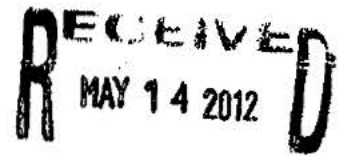
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May 9, 2012

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512. 475. 46.08  
[earnest.hunt@tdhca.state.tx.us](mailto:earnest.hunt@tdhca.state.tx.us)

Mr. David Hall  
Executive Director  
Texas RioGrande Legal Aid, Inc.  
300 S. Texas Ave.  
Weslaco, TX 78596



RE: Single Audit Report Desk Review Conducted on May 2, 2012  
For the Fiscal Year Ended *September 30, 2011*

Dear Mr. Hall:

The Texas Department of Housing and Community Affairs (Department) has conducted a desk review of the audit report referenced above. The review was limited to an examination of the audit report and related reports on compliance and internal controls. We did not examine the audit work papers nor did we evaluate the adequacy of the audit work performed. In our opinion, the audit report meets the reporting requirements of OMB Circular A-133 and the State Single Audit Circular.

Your cooperation and assistance in complying with these federal requirements is greatly appreciated. If you have any questions or need additional information, please contact me or Betty Gallegos at 512.797.4768 or at [betty.gallegos@tdhca.state.tx.us](mailto:betty.gallegos@tdhca.state.tx.us).

Sincerely,

*Earnest Hunt*

Earnest Hunt  
Manager, Contract Monitoring

BAG

cc: Audit File

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Executive Director

## **TEXAS VETERANS COMMISSION**

### **Fund for Veterans' Assistance**

June 8, 2012

David Hall  
Texas Rio Grande Legal Aid  
300 S. Texas Blvd.  
Weslaco, TX 78596

**RECEIVED**  
**JUN 15 2012**

**RE: On-site Monitoring Visit for Texas Rio Grande Legal Aid**  
**Grant Number: FVA\_11\_0059**

Dear Mr. Hall:

On May 10, 2012, monitors for the Fund for Veterans' Assistance (FVA) conducted an announced on-site visit of Texas Rio Grande Legal Aid (TRLA). The purpose of the site visit was to review the FVA Grant operations and assess how the organization is working to assist veterans using the FVA funds. Attached please find the Summary of On-Site Monitoring Visit for Fund for Veterans' Assistance and corresponding monitoring checklists used for the summary.

In general, the organization appears to be operating effectively in providing needed legal services to veterans in the Central and Southern Texas areas. There were controls in place to ensure that clients are tracked and counted accurately in performance reports, and to ensure that financial reporting is completed accurately.

During the visit, monitors noted areas where processes could be improved for more effective program operations. The following recommendations are suggested:

- Develop and implement written procedures for documenting and reporting program performance.
- Develop a survey to gauge program effectiveness at meeting the clients' needs.

During the visit, monitors noted the following area of noncompliance which must be corrected:

- Issue 1: Texas Rio Grande Legal Aid does not maintain adequate eligibility documentation to ensure that clients served with FVA funds are veterans or dependents of veterans.
  - Criteria: Texas Administrative Code, Chapter 460, Rule §460.1 "Purpose"  
"The Texas Veterans Commission is authorized to use funds appropriated to the Fund for Veterans' Assistance to administer the fund and make reimbursement grants to address the needs of both veterans and their families."
  - To correct this, TRLA should develop a process which enables the collection of eligibility documentation from each client. Documentation can include a DD-214, VA card, or discharge certificate, and a copy should be kept by the TRLA for each client claimed as a veteran, dependent, or surviving spouse served under the grant.



Enclosed is a TVC Fund for Veterans' Assistance Corrective Action Plan (CAP) for the noncompliance issue noted above. In accordance with rules outlined in the Texas Administrative Code, a CAP must be completed by the grantee when issues of noncompliance are noted during a monitoring visit. The CAP will document TRLA's intent to correct the issues of noncompliance noted. TRLA has until July 9, 2012 to complete and return the corrective action plan, or provide formal written response (with support) for why a corrective action for the issues noted is unnecessary.

Again, thank you for the work that you do helping Texas veterans. If you have questions about the monitoring visit or with filling out the CAP, please feel free to contact Doug Rozunick, Grant Monitor, at (512) 463-4328 or [doug.rozunick@tvc.texas.gov](mailto:doug.rozunick@tvc.texas.gov).

Sincerely,



**Sarah Tillman**  
**Interim Director, Fund for Veterans' Assistance**

Enclosures:  
Monitoring Checklist  
Documents Request List  
Corrective Action Plan

Summary of On-Site Monitoring Visit for Fund for Veterans' Assistance

Grantee: **Texas Rio Grande Legal Aid**

Grant Number: **FVA\_11\_0059**

Grant Amount: \$

**247,844.00**

Benchmarks	Yes	No	Finding
Is the Grantee currently meeting Expenditure Benchmark?	x		
Is the Grantee currently meeting Performance Benchmark?	x		
	Yes	No	Finding
<b>Standard 1 - Governance, Leadership and Administration</b>			
Does the grantee have adequate policies and procedures in place to ensure that each employee is able to do his/her job?	x		
Does the grantee maintain documentation of salaried employees' time, training, and pay?	x		
Does the grantee maintain documentation of hourly employees' time, training, and pay?	N/A		
Were any problems noted regarding human resources functions?		x	
Were any problems noted regarding Board functions?		x	
<b>Standard 2 - Veterans' Needs</b>			
Does grantee have adequate documentation that it is meeting veterans needs?	x		
Does grantee have adequate documentation of the project's plan in place?	x		
Does grantee meet the advertising requirements set forth in the grant agreement?	x		
<b>Standard 3 - Eligibility</b>			
Does the grantee have adequate procedures and documentation in place to ensure that clients receiving services are eligible for FVA-funded resources?	x		
Does the grantee maintain adequate documentation of services provided to clients?	x		
Does the grantee maintain adequate documentation of client's eligibility requirements?		x	x
Does the grantee have procedures for limiting services provided to clients as stated in the grant agreement (if applicable)?	x		
Were any problems noted regarding client eligibility?	x		
<b>Standard 4 - Program Performance</b>			
Does the grantee have adequate policies/procedures and documentation in place to ensure that the FVA-funded program is addressing the needs as stated in the Statement of work?	x		
Does the grantee have adequate documentation of the project performance measures?	x		
Does the grantee have adequate documentation to show that the program is performing as stated in performance reports?	x		
Were any problems noted regarding the program's function?		x	
Were any problems noted regarding performance measures?		x	

Date of Visit: 5/10/12

Monitor: 

Reviewed by: 

Date of Review: 6/9/12

	Yes	No	Finding
<b>Standard 5 - Fiscal Responsibility</b>			
Does the grantee have an adequate method for documenting financial transactions?	x		
Does the grantee have adequate method for creating financial statements?	x		
Does the grantee have an adequate method for obtaining audits of financial statements?	x		
Does the grantee have adequate documentation of fiscal policies and procedures?	x		
Were any problems noted regarding costs allowability or documentation?		x	
Were any problems noted regarding indirect cost allocation?		x	
Were any problems noted regarding prior audit findings?		x	
<b>OTHER ISSUES NOTED</b>			
None noted.			
<b>Recommendations</b>			
<p>In general, the organization appears to be operating effectively in providing needed legal services to veterans in the Central and Southern Texas areas. There were controls in place to ensure that clients are tracked and counted accurately in performance reports, and to ensure that financial reporting is completed accurately.</p> <p>During the visit, monitors noted areas where processes could be improved for more effective program operations. The following recommendations are suggested:</p> <ul style="list-style-type: none"> <li>• Develop and implement written procedures for documenting and reporting program performance.</li> <li>• Develop a survey to gauge program effectiveness at meeting the clients' needs.</li> </ul> <p>During the visit, monitors noted the following areas of noncompliance which must be corrected:</p> <ul style="list-style-type: none"> <li>• Issue 1: Texas Rio Grande Legal Aid does not maintain adequate eligibility documentation to ensure that clients served with FVA funds are veterans or dependents of veterans.</li> </ul> <p>o Criteria: Texas Administrative Code, Chapter 460, Rule §460.1 "Purpose"</p> <p>"The Texas Veterans Commission is authorized to use funds appropriated to the Fund for Veterans' Assistance to administer the fund and make reimbursement grants to address the needs of both veterans and their families."</p>			

Grantee: Texas Rio Grande Legal Aid

<b>Standard 1: Grant recipients must have effective governance, leadership and administration.</b>	
Texas Administrative Code, Chapter 460, Rule 460.21 c	
(c) Monitoring activities shall assess a Grantee's compliance with the Grant Agreement, the Fund for Veterans' Assistance Fiscal Guidelines, the State of Texas Uniform Grant Management Standards (UGMS), and OMB Circular A-87 (Cost Principles for State and Local, and Indian Tribal Governments) or OMB Circular A-122 (Cost Principles for Nonprofit Organizations).	
<b>Monitoring Procedures:</b>	
1. Review the grantee's governing documents (Articles of Incorporation, Bylaws, etc) to determine whether the agency is governed by a Board of Directors. Review Board placement procedures, Board meeting minutes, and executive decisions documented as approved by the board.	W/P Ref.  N/A
Reviewed Articles of incorporation, IRS nonprofit designation letter, Bylaws (board consists of 21-25 members with meetings held at least quarterly.), Board meeting minutes for December 10, 2011 (March meeting minutes have not been approved yet). Reviewed strategic plan/business plan. Also reviewed Quality assurance plan (policies/procedures).	
2. Review Human Resources and Payroll information for Executive Leadership (salaried) positions to determine the following: - A Human resource file is kept on all paid employees - Highest paid positions are paid reasonable salaries in accordance with approved budget - Salaried employees provide proof of time worked (i.e. timesheet)	N/A
15 salaried employees paid under the grant (0-50%). See employee list. Reviewed personnel files for each of the staff which contain job descriptions, personnel action forms, confidentiality statements, Funding source for employee, resume, signature of receipt of handbook.	
3. Review Human Resources and Payroll information for hourly employees (if applicable) to determine the following: - A Human resource file is kept on all paid employees - Employees are paid according to the amount listed in approved budget and in employee file - Employees provide proof of time worked (i.e. timesheet)	N/A
N/A. No hourly employees.	
4. Interview grantee representative to determine whether there is a training program or plan in place for staff, or whether training is available for staff. Depending on the type of grant program, training may be required by statute (ie counselling programs may require trained counsors, Food service handlers may require training, etc). Determine whether staff have received appropriate training, if applicable.	N/A
\$2000 training budget per lawyer, New lawyer orientation, lawyers' CLE requirements are tracked by accounting and through contact with the State Bar. Training also available online through state bar continuing education library.	

5. Review liability insurance documentation. Determine whether the insurance policy is active as of the date of monitoring.	N/A
Liability insurance through the CIMA Liability Protection Program for Legal Services Professionals and Public Defenders, expires 11/1/12.	
6. Interview grantee representative to determine whether employee evaluations are completed for each employee. If employee evaluations are completed, review a sample evaluation for reasonableness.	N/A
Evaluations occur annually.	
7. Interview grantee representative to discuss how personnel and program policies and procedures are communicated to employees (new and current employees). Determine how new policies and information are communicated to employees. If there are policy manuals, review the policy manuals to determine whether all employees have access and whether the manuals appear up-to-date and reasonable.	N/A
Reviewed employee handbook, dated January 2012, which appeared comprehensive and detailed Leave and time reporting, safety, disaster preparedness, evaluations, sexual harassment, disciplinary procedures, etc.	
Conclusions/Findings:  Controls over governance appear adequate. No issues noted for standard 1.	

# ON-SITE MONITORING SUMMARY OF THE FUND FOR VETERANS' ASSISTANCE GRANT

Grantee: Texas Rio Grande Legal Aid

<b>Standard 2: Organizations must be effective at identifying veteran's needs and targeting resources.</b>	
Texas Administrative Code, Chapter 460, Rule 460.8	
It is the objective of the Fund for Veterans' Assistance to provide grants to meet the needs of veterans and their families. Such needs include, but are not limited to, the following:	
<ul style="list-style-type: none"> <li>(1) limited emergency assistance for veterans and their families;</li> <li>(2) transportation services;</li> <li>(3) family and/or individual counseling for Post-Traumatic Stress Disorder (PTSD) and Traumatic Brain Injury (TBI);</li> <li>(4) employment, training, education, and job placement assistance;</li> <li>(5) housing assistance for homeless veterans;</li> <li>(6) family and child services;</li> <li>(7) legal services, excluding criminal defense;</li> <li>(8) development of professional services networks; and</li> <li>(9) enhancement or improvement of veterans' assistance programs, including veterans' representation and counseling.</li> </ul>	
<b>Monitoring Procedures:</b>	
1. Interview the grantee representative to discuss and document how the agency documents that it is meeting the needs of Veterans through its services.	W/P Ref. N/A
Utilizes an intake process - paralegals input data into a case mgmt system (citrix) and a client file is made.	
2. Determine whether the grantee has a written plan (strategic plan or business plan, etc) for the services that it provides to Veterans and their families. If there is no written plan, determine how the grantee identified the needs of the veterans it plans to serve using FVA funds.	N/A
Grantee conducts staff meetings to review process and track veteran need with the individual case mgrs. Because of the many staff office locations throughout Texas, staff can enter relevant information into citrix to help direct and guide procedures and functions for other staff abroad.	
3. Interview grantee representative to discuss partnerships/collaborations with other service providers in the area. Determine whether the grantee has considered services provided by other organizations when providing services to clients.	N/A
Grantee collaborates with numerous veteran organizations locally and statewide to mitigate service gaps and provide or receive referrals.	
4. Interview grantee representative to discuss the grantee's outreach/advertising procedures. Determine how the grantee finds eligible clients, and how the clients find the grantee. Determine whether the grantee has appropriately advertised the FVA grant funds as stated in the contract agreement.	N/A
Utilizes flyers, job fairs, networking, stand downs and referrals to gain clients. Is currently meeting the contractual requirements regarding advertising for TVC/FVA.	

ON-SITE MONITORING SUMMARY OF THE FUND FOR VETERANS' ASSISTANCE GRANT

**Conclusions/Findings:**

**Grantee organization has demonstrated effectiveness in identifying veterans needs and targeting resources internally and from area service providers to mitigate service gaps where they may exist.**



# ON-SITE MONITORING SUMMARY OF THE FUND FOR VETERANS' ASSISTANCE GRANT

Grantee: Texas Rio Grande Legal Aid

**Standard 3: Organizations must verify eligibility of clients and maintain a documented record of serving the needs of eligible veterans and their families.**

Texas Administrative Code, Chapter 460, Rule 460.1

The Texas Veterans Commission is authorized to use funds appropriated to the Fund for Veterans' Assistance to administer the fund, enhance or improve veterans' assistance programs, including veterans' representation and counseling and make grants to address the needs of both veterans and their families.

## Monitoring Procedures:

W/P Ref.

1. Interview the grantee representative to discuss and document how the agency determines client eligibility to receive FVA-funded assistance.

N/A

Grantee currently is noting the veteran status on the intake pre-screening. However, they are not retaining eligibility information. Discussed the need to verify veteran status per the grant agreement as this is a restricted grant. Will correct under a corrective action plan going forward.

2. Determine how the agency maintains documentation of the eligibility of persons who are provided FVA-funded resources. Documentation could consist of a master roster of clients, a client filing or management system, or other methods.

N/A

Currently does not retain veteran eligibility information. See 1. above.

3. From the master list of client files, select clients at random and review their files to ensure adequate documentation of their eligibility to receive FVA-funded assistance. *Number of files reviewed should be based on the total number of clients reported in program reports: Under 50 clients - 5 files. 50-100 clients - 10 files. Over 100 clients - 20 files.*

N/A

Reviewed client files - no documentation retained see 1. above.

4. Interview grantee representative to discuss whether the grantee prioritizes services to clients based on need. Determine how this prioritization occurs, and if it is documented.

N/A

Each practice area has own priorities (housing - ex evictions, or SSN deadlines). Grantee does look at level of service provided and needs-based assessments.

# ON-SITE MONITORING SUMMARY OF THE FUND FOR VETERANS' ASSISTANCE GRANT

<p>5. Interview grantee representative to discuss how limits on assistance (as detailed in the grant agreement) are enforced and documented for clients, if applicable.</p>	<p>N/A</p>
<p>Generally, no need. Cases that do involve excessive cost are reviewed for need/value.</p>	
<p><b>Conclusions/Findings:</b>          As a restricted grant, the grantee organization has not demonstrated acceptable procedures for requiring and documenting veteran eligibility for service under this grant. The grantee does maintain client files currently. However, they do not contain eligibility documentation. Grantee plans to start documenting eligibility as requested. A Corrective Action Plan will be initiated to address these issues to bring the grantee into compliance.</p>	

# ON-SITE MONITORING SUMMARY OF THE FUND FOR VETERANS' ASSISTANCE GRANT

Grantee: Texas Rio Grande Legal Aid

<b>Standard 4: Organizations must demonstrate proficiency and maintain accuracy while measuring the effectiveness of their grant program.</b>	
Texas Administrative Code, Chapter 460, Section 460.5	
Performance Measures.	
(a) Number of veterans served; (b) Number of dependents served (if applicable); (c) Number of surviving spouses of veterans served (if applicable); and (d) Other performance measures as determined by the Grant Agreement.	
Texas Administrative Code, Chapter 460, Section 460.22 c	
Monitoring Visits	
Visits to one or more of a Grantee's places of business may be made as necessary by FVA representatives to inspect and review a project's physical facilities, financial records, operational policies and procedures, including but not limited to observation of Grantee's delivery of services, and such other aspects of a Grantee's project as reasonably necessary to ensure compliance with the grant agreement and these provisions.	
<b>Monitoring Procedures:</b>	<b>W/P Ref.</b>
1. Interview grantee representative to determine how program performance is measured. Determine how program performance is documented, and who is responsible for documenting performance.	N/A
Grants Mgr is responsible for reporting. General staff does data input - grant mgr compiles report - finance does their component - both review and send report to FVA.	
2. Review the cumulative numbers for performance measures for the grantee. Recalculate the numbers using the documentation provided by the grantee. Determine whether the recalculation is within +/- 5% of the grantee's reported measures.	N/A
Reviewed grantee performance numbers for most recent report. All numbers from master list matched reported numbers monthly and cumulatively. Currently grantee is meeting all measures (97%). If performance gets too high to quickly the FVA may wish to adjust numbers to reflect actual service levels and bring measures into a more favorable percentage based on time elapsed.	
3. Determine whether the grantee has written procedures in place for documenting program performance, and review the documentation if applicable.	N/A
Grantee utilizes a grant reporting schedule for all grants that relays reporting specific information. Employs cross-training for duties. No written procedure in place for documenting program performance (creating actual report). Grantee has demonstrated a proficiency in reporting correctly so written procedures are just a recommendation. However, given the amount of satellite offices and distant employee inputs into the process, procedures could be helpful in the event of attrition or unforeseen staffing events.	

# ON-SITE MONITORING SUMMARY OF THE FUND FOR VETERANS' ASSISTANCE GRANT

<p>4. Interview grantee representative to determine whether client surveys or other similar devices are used to evaluate program performance. Review a sample survey for reasonableness.</p>	<p>N/A</p>
<p>No external measurement used. When a case is closed out an individual self assessment is completed (internally). External measurements are a good way to determine client satisfaction. They also show client-staff interaction and help address or highlight areas of a program. Recommended but not required.</p>	
<p><b>Conclusions/Findings:</b></p>	
<p>The grantee organization has demonstrated proficiency and has maintained accuracy while measuring the effectiveness of their grant program. While small recommendations were discussed (such as procedures for reporting and program evaluations), overall, the grantee is operating effectively and is delivering services above the established benchmarks at this point in the grant.</p>	

# ON-SITE MONITORING SUMMARY OF THE FUND FOR VETERANS' ASSISTANCE GRANT

Grantee: Texas Rio Grande Legal Aid

<b>Standard 5: Grant recipients must show proper fiscal responsibility.</b>	
State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart C, Section 20	
Standards for financial management systems.	
(a) A state must expend and account for grant funds in accordance with state laws and procedures for expending and accounting for its own funds. Fiscal control and accounting procedures of the state, as well as its subgrantees, must be sufficient to— (1) Permit preparation of reports required by this part and the statutes authorizing the grant, and (2) Permit the tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable statutes.	
Texas Administrative Code, Chapter 460, Section 460.10 (10)	
Grant funds cannot be used for the following: (10) any cost that is not allowable under the Grant Agreement, the Fund for Veterans' Assistance Fiscal Guidelines, State of Texas Uniform Grant Management Standards (UGMS), OMB Circular A-87 (Cost Principles for State and Local, and Indian Tribal Governments) or under OMB Circular A-122 (Cost Principles for Nonprofit Organizations),	
Texas Administrative Code, Chapter 460, Section 460.23 (a and b)	
(a) The Agency shall conduct fiscal monitoring activities to ensure that resources are efficiently and effectively used for authorized purposes and are protected from waste, fraud, and abuse.	
(b) Processes and procedures used to assess a Grantee may include the review and evaluation of one or more of the following: (1) accounting and reporting systems; (2) budget methodologies; (3) cash management practices; (4) cost allocation plans and processes; (5) cash disbursement compliance and documentation; (6) insurance coverage and risk exposure; (7) oversight and monitoring functions; (8) payroll administration; (9) purchasing and procurement processes and procedures; (10) property accountability and safeguarding; (11) expenditure benchmarks; and (12) other documents, processes and systems as determined by the Agency.	
<b>Monitoring Procedures:</b>	<b>W/P Ref.</b>
1. Interview grantee representative to discuss how the grantee records and documents expenditures. Determine whether the general ledger is kept manually, or whether an accounting software system is used. Determine whether the financial bookkeeping system in place is adequate.	N/A
In house DOS/Windows software for accounting (created by IT department of 8). Accounting staff of 8 personnel. Mary Ortegon is the CFO, and reviews expenditure reports prior to submission to FVA.	

**ON-SITE MONITORING SUMMARY OF THE FUND FOR VETERANS' ASSISTANCE GRANT**

<p>2. Review a sample of transactions from the total population of transactions that were reimbursed with FVA funds. Trace the transactions to the general ledger and to source documentation to determine whether the funds were expended for allowable costs, documented accurately (in the correct account), and reported in the correct reporting period.</p>	<p align="center">N/A</p>
<p><b>Did not review GL for transactions as employees are set up with funding code. However, non of the staff is paid for 100% with FVA funds, thus it would be hard to track through GL. Payroll register is comprehensive.</b></p>	
<p>3. Interview the grantee representative to discuss how the grantee prepares financial statements. Determine how often the statements are prepared, how the statements are reviewed, and who receives a copy of the statements.</p>	<p align="center">N/A</p>
<p><b>Financial statements prepared by Ortegón. Director of Administration reviews prior to sending to Finance and Executive Committee each month. Board reviews reports quarterly.</b></p>	
<p>4. Interview grantee representative to discuss the most current audit of the grantee's financial statements. Determine who prepared the audit. Determine whether the grantee has an internal audit function or a monitoring function (Not necessary, but a good control. Probably won't be available for smaller shops).</p>	<p align="center">N/A</p>
<p><b>Reviewed most recent audit report for fiscal year ended September 30, 2011, prepared by Gomez, Fragosó and Associates P.C. Unqualified opinion. Internal Control review for A-133 showed no deficiency in internal control.</b></p>	
<p>5. Review the grantee's chart of accounts to determine whether the chart accurately distinguishes funds that are expended by grant. Determine whether an account is set up for FVA fund expenditures and receipts.</p>	<p align="center">N/A</p>
<p><b>Grant funds are distinguished by account Q4 funding source at end of account. Matched with funding source O1 for legal services.</b></p>	
<p>6. Interview the grantee representative to discuss how purchases are authorized and documented. Determine whether there are thresholds in place for purchase authorizations, segregation of duties (is the purchaser allowed to write the check and receive the purchased items; or is the purchaser also allowed to determine eligibility for resources such as rent payments, etc).</p>	<p align="center">N/A</p>
<p><b>The department head conducts research on cost effectiveness of purchase then sends a purchase requisition to the IT director (for computer/technology purchases) and CFO. The CFO approves purchase requisition, the purchase order is issued by the accountant, and the CFO approves purchase order. The Director of Finance issues PO number and sends the documents back to requestor who completes the purchase. Payment approved by Director of Finance, CFO, and Director of Administration. Bills and purchase orders are attached to payment prior to approval. Copy sent from location where item received to Weslaco office. San Antonio/Austin office IT director also approves that purchase of laptops were completed. There are two separate inventory lists for items over/under \$1000. Inventory reconciliation is completed every two years.</b></p>	



ON-SITE MONITORING SUMMARY OF THE FUND FOR VETERANS' ASSISTANCE GRANT

7. Interview the grantee representative to determine how administrative costs are allocated for FVA expenditures.	N/A
<p>Portions of two salaries and then rental space are calculated for admin costs under the budget.</p>	
8. Review the grantee's documentation of fiscal policies and procedures. Determine whether the policies appear reasonable and document controls in place to ensure that expenditures are reported correctly (i.e. segregation of duties, ethics policies, purchasing thresholds, etc.)	N/A
<p>Reviewed Accounting Policies and Procedures Manual which detail IRS reporting requirements, audit requirements, payroll procedures, bank reconciliations, purchasing and receiving, bonds, and grant compliance. Appears comprehensive.</p>	
<p>Conclusions/Findings:</p> <p>Controls over financial management appear in place and adequate. No issues noted for standard 1.</p>	





## TEXAS VETERANS COMMISSION

### FUND FOR VETERANS' ASSISTANCE

### CORRECTIVE ACTION PLAN FORM

Grantee: Texas Rio Grande Legal Aid		Grant Number: FVA_11_0059
Date of Determination of Noncompliance: 5/10/12	Date CAP Filed:	
Approve By:	Date Approved:	For Office Use Only

For each finding, use the FVA monitor's wording as stated in the original issue of noncompliance. A corrective action must be submitted for each issue.

Issue Number: \_\_\_\_\_

• Issue 1: Texas Rio Grande Legal Aid does not maintain adequate eligibility documentation to ensure that clients served with FVA funds are veterans or dependents of veterans.

Criteria: Texas Administrative Code, Chapter 460, Rule §460.1 "Purpose"

"The Texas Veterans Commission is authorized to use funds appropriated to the Fund for Veterans' Assistance to administer the fund and make reimbursement grants to address the needs of both veterans and their families."

Corrective action planned, including specific deliverables and anticipated completion dates(s), or reason that corrective action is unnecessary:

Planned Due Date:	Person Responsible (Grantee):	Date Completed:	Cleared By:
-------------------	-------------------------------	-----------------	-------------



Office of Inspector General  
Legal Services Corporation

Inspector General  
Jeffrey H. Schanz

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Washington, DC 20007-3558  
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June 12, 2012

Mr. David G. Hall  
Executive Director  
Texas RioGrande Legal Aid  
300 South Texas Boulevard  
Weslaco, Texas 78596

Dear Mr. Hall:

Enclosed is the Office of Inspector General's (OIG) final report of our audit on Selected Internal Controls at Texas RioGrande Legal Aid (TRLA). The OIG has reviewed your comments on the findings and recommendations in the draft report and consider your proposed actions responsive to Recommendations 1, 2, and 5 through 8. The OIG considers TRLA's planned actions to address Recommendation 3 as partially responsive and proposed actions on Recommendation 4 as nonresponsive. Therefore, Recommendations 3 and 4 will be referred to LSC management for resolution.

The OIG considers all eight recommendations as open until notified in writing that all actions are completed. The full text of your comments is attached to the report as an Appendix.

Our thanks to you and your staff for the cooperation and assistance provided to us.

Sincerely,

  
Jeffrey H. Schanz  
Inspector General

Enclosure

cc: James Sandman  
President, Legal Services Corporation



**LEGAL SERVICES CORPORATION  
OFFICE OF INSPECTOR GENERAL**

**REPORT ON SELECTED INTERNAL  
CONTROLS**

**TEXAS RIOGRANDE LEGAL AID, INC.**

**RNO 744100**

**Report No. AU 12-03**

**June 2012**

[www.oig.lsc.gov](http://www.oig.lsc.gov)

## EXECUTIVE SUMMARY

The Legal Services Corporation (LSC) Office of Inspector General (OIG) assessed the adequacy of selected internal controls in place at Texas RioGrande Legal Aid (grantee) related to specific grantee operations and oversight. Audit work was conducted at the grantee's main office in Weslaco, Texas, its branch offices in Austin, El Paso and San Antonio, Texas, and Nashville, Tennessee, and at LSC headquarters in Washington, DC. Six separate on-site visits were conducted from May 2010 through January 2011. Documents reviewed pertained to the period January 1, 2009 through Jun 15, 2010.

The grantee's internal controls need to be strengthened. While many of the controls were generally adequately designed and properly implemented as the controls related to specific grantee operations and oversight, some controls need to be strengthened and formalized in writing. The grantee needs to place more emphasis on establishing, documenting, and enforcing all internal controls.

Grantee disbursements tested generally were adequately supported and allowable. The grantee's current practices involving internal management reporting and budgeting were generally in accordance with the LSC's Fundamental Criteria. Internal controls over employee benefits and reimbursements were generally adequate. Policies over employee benefits were in writing and adhered to.

The cost allocation system needs to be strengthened. Specifically, the cost allocation system was not adequately documented. Non-personnel central office administrative and management overhead expenses were not allocated to the Public Defender Programs resulting in LSC funds possibly subsidizing prohibited activities. The method used to allocate costs for six separate migrant grants was not based on actual work conducted in each of the six service areas.

Also, the grantee needs to enforce policies and procedures for credit card purchases, filing of travel vouchers, and obtaining prior approval for travel. Policies and procedures need to be fully developed, documented, and implemented relating to soliciting and awarding contracts, reimbursing employees for cell phones, and prohibiting the use of LSC funds to purchase alcoholic beverages.

The OIG made eight recommendations. Three recommendations address the need to document the cost allocation system; ensure that front office costs are allocated to the grantee's Public Defender Programs; and develop a cost allocation system for migrant grants that accurately accounts for the expenditure of LSC funds for each grant and ensures that LSC funds provided are spent for services applicable to the respective service area. Two recommendations address the need to enforce policies in place for credit card purchases; require

the filing of travel vouchers; and obtain and document supervisory approval prior to travel. Finally, three recommendations suggest that written policies and procedures be put in place for contracting and consulting agreements; the use and reimbursement for cell phones and other electronic devices; and, prohibiting the use of LSC funds to purchase alcoholic beverages.

#### **Summary of Grantee Comments:**

Grantee management generally agreed with six of the eight recommendations. Management disagreed with Recommendations 3 and 4.

Grantee management disagreed with Recommendation 3, but stated it will seek LSC approval of how it currently operates the Southern Migrant Legal Services (SMLS) program. Grantee management stated that because of the nature and the relatively small amount of the grants it would be "...virtually impossible to guarantee that the grant in any given state in any given year will exactly match the operations and service provided in that state." Grantee management stated that it will request LSC management approval to pool the funding for the migrant grants.

As for Recommendation 4, grantee management did not cite any corrective action planned with regard to the first part of the recommendation, which was to ensure that credit card receipts are submitted. Grantee management responded to the second half of the recommendation by stating that the Executive Director adds adequate explanatory information on the credit card billing to support his charges, but he does not file a travel reimbursement form because he does not seek reimbursement for his travel expenses. However, the Executive Director would file a travel reimbursement request if he did seek such reimbursement.

#### **OIG Overall Evaluation of Grantee's Comments:**

The OIG considers grantee management planned actions to be responsive to six of the eight recommendations. The OIG considers the grantee's response to Recommendation 3 as partially nonresponsive and to Recommendation 4 as nonresponsive, and will refer the two recommendations to LSC management for resolution. The OIG considers all eight recommendations open.

Grantee management stated that it planned to address Recommendation 3 by requesting that LSC management approve the pooling of the individual state migrant funds for the six-state region known as Southern Migrant Legal Services (SMLS) that is based out of Nashville, Tennessee. The OIG does not consider the grantee's proposal as entirely responsive to the recommendation. The grantee's proposal does not address the finding that the grantee's allocation methodology for SMLS is inadequate. Regardless of whether LSC management approves pooling of the funds in question, the grantee needs to implement an acceptable allocation methodology for those funds. Each of the six grants is competed for separately and awarded separately. As such, each grant is required

to be accounted for separately. Recommendation 3 will remain open and will be forwarded to LSC management for resolution.

Grantee management's proposed action to Recommendation 4 does not address the need to ensure that credit card receipts are submitted by all staff and that all employees, including the Executive Director, file a travel voucher as required by the grantee's policies. The grantee's employee handbook provides no exceptions for filing a voucher whether the expense is paid to the employee or to a vendor. The OIG considers grantee management actions as nonresponsive to Recommendation 4 and will refer the recommendation to LSC management for resolution.

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### APPENDIX I – GRANTEE MANAGEMENT COMMENTS



## **INTRODUCTION**

The Legal Services Corporation (LSC) Office of Inspector General (OIG) assessed the adequacy of selected internal controls in place at Texas RioGrande Legal Aid (grantee) related to specific grantee operations and oversight. Audit work was conducted at the grantee's main office in Weslaco, Texas, its branch offices in Austin, El Paso and San Antonio, Texas, and Nashville, Tennessee, and at LSC headquarters in Washington, DC. Six separate on-site visits were conducted from May 2010 through January 2011. Documents reviewed pertained to the period January 1, 2009 through Jun 15, 2010.

In accordance with the Legal Services Corporation Accounting Guide for LSC Recipients (2010 Edition) (Accounting Guide), Chapter 3, an LSC grantee "...is required to establish and maintain adequate accounting records and internal control procedures." The Accounting Guide defines internal control as follows:

[T]he process put in place, managed and maintained by the recipient's board of directors and management, which is designed to provide reasonable assurance of achieving the following objectives:

1. safeguarding of assets against unauthorized use or disposition;
2. reliability of financial information and reporting; and
3. compliance with regulations and laws that have a direct and material effect on the program.

Chapter 3 of the Accounting Guide further provides that each grantee "must rely upon its own system of internal accounting controls and procedures to address these concerns" such as preventing defalcations and meeting the complete financial information needs of its management.

## **BACKGROUND**

Texas RioGrande Legal Aid was established in 1970 as Texas Rural Legal Aid to provide legal aid to nine counties in southern Texas. By 1977, it became the provider for migrant legal services on a state-wide basis. In 2002, it merged with four other Texas legal aid programs, and in 2004 took on its current name. As of 2010, the grantee maintained 15 offices throughout the state with program headquarters located in Weslaco. The grantee also operates the Southern Migrant Legal Services Project (SMLS) that serves migrant farm workers in Alabama, Arkansas, Kentucky, Louisiana, Mississippi and Tennessee. SMLS operates out of Nashville, Tennessee and is funded through individual migrant grants for each state served.

The grantee is funded principally by LSC and the Texas Access to Justice Foundation. The grantee also receives smaller grants from a variety of federal, state and local agencies, including the United States Department of Justice, Department of Housing and Urban Development, and Internal Revenue Service. Other funding comes from individual donations and grants from various foundations and corporations. In addition, it receives funding from the Texas Task Force on Indigent Defense and eight counties to provide public defender services in criminal cases through offices in Del Rio, Raymondville and Beeville.

LSC Basic Field Migrant Grant (migrant grant) is basic field funding that is specifically granted to address the legal needs of migrant farm workers. For states receiving migrant grants, LSC's funding formula attempts to identify the size of the migrant farm worker poverty population in the state. Once the population is identified, money is allocated, in the form of a migrant grant, from the basic field grant(s) for that state at the same per capita rate as the basic field grant. States with a migrant grant receive the same amount of total LSC basic field funding that would have been received if there was no migrant grant. The only difference is that states with migrant grants have funds specifically allocated to address the legal needs of migrant farm workers. Thus, funding for SMLS comes from a portion of LSC's basic grant funds awarded to the aforementioned six states through migrant grants. According to the Executive Director, the grantee supplements SMLS funding with LSC funds from the Texas migrant program when a SMLS case involves a Texas resident or if workers were hired in Texas.

According to the audited financial statements for the grantee's fiscal year ended September 30, 2010, the grantee received over \$13.5 million from LSC for that period. This amount included over \$11.6 million for the basic grant, \$1.5 million for Texas migrant grant, \$35,408 for Native American grant, \$22,000 for a Technology Initiative Grant and \$341,895 in migrant grants for the SMLS program. The migrant grant amount by state for the SMLS program is listed below:

Alabama	\$37,182
Arkansas	\$89,321
Kentucky	\$48,096
Louisiana	\$31,122
Mississippi	\$64,495
Tennessee	\$71,679

According to its audited financial statements for the fiscal year ended September 30, 2010, the grantee also received over \$11.9 million from other sources, primarily the Texas Access to Justice Foundation.

## **OBJECTIVE**

The overall objective was to assess the adequacy of selected internal controls in place at the grantee as the controls related to specific grantee operations and oversight, including program expenditures and fiscal accountability. Specifically, the audit evaluated selected financial and administrative areas and tested the related controls to ensure that costs were adequately supported and allowed under the LSC Act and LSC regulations.

## **SCOPE AND METHODOLOGY**

To accomplish the objective, controls over disbursements, internal management reporting and budgeting, employee benefits and reimbursements were reviewed and tested to ensure the controls were adequately designed and operating as intended. To obtain an understanding of the internal controls over these areas, grantee policies and procedures were reviewed, including manuals, guidelines, memoranda, and directives setting forth current grantee practices. Grantee officials were interviewed to obtain an understanding of the internal control framework and management and staff were interviewed as to their knowledge and understanding of the processes in place. We assessed the reliability of computer generated data provided by the grantee by reviewing source documentation for the entries selected for review. We determined that the data were sufficiently reliable for the purposes of this report.

To test the controls and the appropriateness of expenditures and the existence of adequate supporting documentation, disbursements from a judgmentally selected sample of employee and vendor files were reviewed. The sample was taken from the period January 1, 2009, through June 15, 2010, and comprised 114 transactions totaling \$88,680. To assess the appropriateness of expenditures, we reviewed invoices, vendor lists, and general ledger details. The appropriateness of those expenditures was evaluated on the basis of the grant agreements, applicable laws and regulations, and LSC policy guidance.

To evaluate internal controls over internal management reporting and budgeting, the grantee's system and processes were compared to those detailed in the Accounting Guide, Chapter 3, Section 3-5, Fundamental Criteria. Controls over employee benefits and reimbursements were reviewed by examining the Collective Bargaining Agreement and other personnel policies and practices, and by testing a judgmentally selected sample of employee reimbursements as part of the disbursements testing.

This review was limited in scope and was not sufficient for expressing an opinion on the entire system of grantee internal controls over financial operations.

Six separate on-site visits were conducted during the period May 2010 through January 2011. Audit work was conducted at the grantee's main office in Weslaco, Texas, its branch offices in Austin, El Paso and San Antonio, Texas, and Nashville,

Tennessee, and at LSC headquarters in Washington, DC. Documents reviewed pertained to the period January 1, 2009 through Jun 15, 2010.

This audit was conducted in accordance with generally accepted government auditing standards. Those standards require that the audit be planned and performed to obtain sufficient, appropriate evidence to provide a reasonable basis for the findings and conclusions based on the audit objectives. The OIG believes that the evidence obtained provides a reasonable basis for the findings and conclusions based on the audit objectives.

### **OVERALL EVALUATION**

The grantee's internal controls need to be strengthened. While many of the controls were generally adequately designed and properly implemented as the controls related to specific grantee operations and oversight, some controls need to be strengthened and formalized in writing. The grantee needs to place more emphasis on establishing, documenting and enforcing all internal controls.

Grantee disbursements tested generally were adequately supported and allowable. The grantee's current practices involving internal management reporting and budgeting were generally in accordance with the LSC's Fundamental Criteria. Internal controls over employee benefits and reimbursements were generally adequate. Policies over employee benefits were in writing and adhered to.

However, the cost allocation system needs to be strengthened, as the cost allocation system was not adequately documented. Non-personnel central office administrative and management overhead expenses were not allocated to the Public Defender Programs resulting in LSC funds possibly subsidizing prohibited activities. The method used to allocate costs for six separate migrant grants was not based on actual work conducted in each of the six service areas.

Also, the grantee needs to enforce policies and procedures for credit card purchases, filing of travel vouchers, and obtaining prior approval for travel. Policies and procedures need to be fully developed, documented, and implemented relating to soliciting and awarding contracts, reimbursing employees for cell phones, and prohibiting the use of LSC funds to purchase alcoholic beverages.

### **AUDIT FINDINGS**

#### **COST ALLOCATION**

Cost allocation systems needed to be improved. The cost allocation system for the Basic Field Grant was not fully documented and did not allocate a share of front office expenses to the grantee's Public Defender Programs. Migrant grant costs were not

allocated based on actual expenditures made for each of the six state service areas but rather on the percentage of each grant to the total amount of the migrant grants.

○ **Basic Field Grant Cost Allocation**

The grantee's cost allocation methodology was not fully documented in its accounting manual as required by LSC's Accounting Guide<sup>1</sup>. During our audit, the Chief Financial Officer (CFO) provided the OIG with a written description of the process, but acknowledged that the written description had not been approved by the board of directors. While the provided information was a general description of an allocation system, it did not specifically detail how the grantee allocates costs to its various grants. In addition, based on discussions with the CFO and a review of information provided by the CFO, the grantee was not allocating non-personnel central office administrative and management overhead expenses to its Public Defender Programs, units engaged in activity prohibited from receiving or using LSC funds. These expenses included the overhead costs associated with operating the central office, i.e., rent, utilities, supplies, training, etc. The vast majority of the central office non-personnel administrative overhead costs were allocated to LSC funds. As a result, LSC funds may have been used to subsidize prohibited activities.

We could not readily determine from the information provided, the dollar amount of non-personnel central office administrative and management overhead expenses. As such, we could not estimate the amount of these costs that should have been allocated to the Public Defender Programs. Therefore, we are not processing a questioned cost, but are forwarding this issue to LSC management for further review and action.

**Recommendations:** The Executive Director should ensure:

Recommendation 1: that the allocation system is fully documented.

Recommendation 2: that the allocation system includes a methodology to allocate a fair share of the central office costs to the Public Defender Programs.

**Grantee Comments:** The Executive Director stated that "the cost allocation measures are being reviewed and edited, and will be included in the TRLA accounting policies and procedures manual. They will also be presented to the Board of Directors when that process is completed." The Executive Director further stated that "TRLA will assure that all indirect non-personnel costs for the administration of the defender programs will be allocated to those grants or to unrestricted funds."

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<sup>1</sup> During a portion of the audit, the previous LSC Accounting Guide was in effect. The revised Accounting Guide for LSC Recipients (2010 Edition) became effective on August 23, 2010, and requires that the cost allocation methodology be in writing.

**OIG Evaluation of Grantee Comments:** Grantee management planned actions are responsive to Recommendations 1 and 2. The recommendations will remain open until all grantee actions are completed and the OIG is notified in writing.

o **Migrant Grants Cost Allocation System**

The cost allocation system for the migrant grants was not based on the expenditures made providing services to clients in each service area. Rather, costs were allocated based on the percent of each grant to the combined total of the six migrant grants received. In effect, the six migrant grants were being treated as a single grant with one service area. Costs are not allocated based on the actual time SMLS attorneys and paralegals spend on cases and costs associated with migrant activities in each state, which we believe would more accurately reflect the migrant services provided to each state service area. The SMLS Branch Manager acknowledged that costs are not allocated based on actual time spent, explaining that one cannot plan or expect to have funding match services on an annual basis. However, because each grant is competed separately for work that pertains to a specific state service area and each migrant grant has its own grant documents and grant assurances, each migrant grant is required by LSC to be properly and separately accounted for.

According to grant competition documents for the last two 3-year cycles (calendar years 2007 and 2010), the migrant grants for each state service area were not competed as a six-state block; rather, they were competed independently for each state service area. We found no agreement with LSC or representation by LSC that would allow these funds to be pooled as one fund, or to subsidize work in one state service area with funds from another. As a result each grant was not being properly and separately accounted for and there was no assurance that each service area received its allotted amount of LSC funding.

**Recommendation 3:** The Executive Director should ensure that a cost allocation is developed that accurately accounts for the expenditure of LSC funds for each migrant grant and that the LSC funds provided are expended for services applicable to the respective service area.

**Grantee Comments:** Grantee management disagreed with the recommendation and stated it would seek LSC management approval to pool the migrant funds of the six-state region operating as the Southern Migrant Legal Services (SMLS) program. Grantee management further stated that "...because of the patterns of migrant agricultural employment, the nature of migrant legal services, and the *de minimis* size of the individual state's grants, it is virtually impossible to guarantee that the grant in any given state in any given year will exactly match the operations and services provided in that state." The grantee acknowledges that it has pooled the funding of the six states that comprise SMLS since 2001 to cover services to migrant agricultural workers employed in the region. Grantee management contends that it could not operate SMRLS effectively without pooling funds and will request LSC management approve that arrangement.

**OIG Evaluation of Grantee Comments:** The OIG considers the grantee's response as partially responsive. Grantee management stated that it planned to address Recommendation 3 by requesting that LSC management approve the pooling of the individual migrant funds from the six states that comprise the SMLS program. The OIG considers the grantee's proposal as only partially responsive to the recommendation. The grantee's proposed actions do not address the portion of the recommendation pertaining to developing a cost allocation that accurately accounts for the expenditure of LSC funds for each migrant grant and that the LSC funds provided are expended for services applicable to the respective service area. Regardless of whether LSC management approves pooling of the funds in question, the grantee needs to implement an acceptable allocation methodology to account for and allocate those funds by grant. Each of the six grants is competed for separately and awarded separately. As such, each grant is required to be accounted for separately. Properly monitoring costs through an acceptable allocation system provides grantee management with the necessary information to properly manage its activities in the individual states and helps ensure grant funds from one state are not used to subsidize the migrant work in another state. Recommendation 3 will remain open and will be forwarded to LSC management for resolution.

## **CREDIT CARD TRANSACTIONS**

Receipts for credit card purchases were missing. A test of disbursements noted that 27 of 38 charges on 3 credit card statements did not have receipts attached from the vendors. The 27 charges without receipts amounted to \$2,091 and receipts were missing for 8 of 10 charges for meals, and for 19 of 28 other non-dining charges. Grantee senior management was responsible for all 38 purchases, of which 24 were travel related.

The grantee's policy on meals requires that when an employee is authorized to represent the grantee at a breakfast, luncheon or dinner meeting, reimbursement is provided if receipts are presented. As for travel reimbursements, the grantee requires that receipts be attached to travel vouchers depending on the type of travel undertaken.

While the Executive Director did not provide receipts for his purchases, the credit card bills did contain abbreviated, handwritten notes describing the charges. These notes, however, were somewhat cryptic, using abbreviations, and sometimes difficult to read. During our discussion with the CFO about the Executive Director's credit card charges, we were told there were no travel expense reports for the Executive Director. Nevertheless, we were able to generally satisfy ourselves that the charges were business related.

We do have concerns about the overall control environment. Senior management is responsible for establishing the internal controls, ensuring that they are functioning as



designed, and enforcing their use. When senior management overrides the controls established or does not follow the control requirements established, the entire control environment is weakened and can signal to the remainder of the staff that the controls are not important and need not be followed. A weakened control environment provides increased opportunities for fraud.

**Recommendation 4:** The Executive Director should ensure that policies and procedures are followed by staff members, including ensuring that credit card purchases are supported by receipts and that travel reports are filed as required for all travel.

**Grantee Comments:** Grantee management stated that the Executive Director in reviewing the credit card statement adds explanatory information where necessary to allow an auditor to evaluate the appropriateness of the expense and its allocation. The response further states that all of this information that would be noted in a travel reimbursement form is noted on the credit card statement. Grantee management then stated that the Executive Director does not file a travel voucher because he does not seek reimbursement for his travel expenses, but that he would file a travel reimbursement request if he did seek such reimbursement.

**OIG Evaluation of Grantee Comments:** Grantee management proposed action is not responsive to the recommendation. The proposed action does not address the need to ensure that credit card receipts are submitted by all staff and that all employees, including the Executive Director, file a travel voucher as required. When senior management overrides or exempts itself from the organization's policies, the overall control environment is weakened and may signal to the staff that it is not important to follow all policies. The grantee's employee handbook requires all travelers to file a Travel Authorization and Advance Request for out of town travel and a Travel Expense Report or a Local Travel Expense Report. The handbook provides no exceptions for filing a voucher whether the expense is paid to the employee or to a vendor.

The response does not require the Executive Director to file travel vouchers when he incurs official business expenses. Grantee management agrees that a voucher should be filed when reimbursement is requested, but then argues that the Executive Director does not seek reimbursement for out-of-pocket travel expenses and thus does not need to file a travel voucher. The OIG disagrees with exempting the Executive Director from filing a travel voucher. While the Executive Director does not seek to be personally reimbursed for some charges related to his official travel, he is, in fact, having the grantee pay other expenses. It is irrelevant whether a travel expense results in reimbursing the individual or whether the payment is made directly to a vendor for a travel charge made by that individual; the charge is a travel expense and needs to be accounted for as such. The action proposed in response to Recommendation 4 is not adequate and the OIG considers this recommendation open. The OIG considers grantee management actions as nonresponsive to Recommendation 4 and will refer the recommendation to LSC management for resolution.

## **PRIOR APPROVAL FOR OUT-OF-TOWN TRAVEL**

The grantee could not provide documentation of supervisory authorization prior to employees embarking on out-of-town travel as required by the grantee's written travel policy. Our test of disbursements included 46 reimbursements for employee out-of-town travel. We noted that none of the vouchers for out-of-town travel included documentation of supervisory approval, and the grantee was unable to provide evidence of prior approval.

In response to the question whether out-of town travel was being approved before each trip as required by the employee handbook, the CFO stated that the traveler's immediate supervisor provides approval via email. The CFO further stated that the grantee does not print out the emails because it is trying to reduce the amount of paper filed as it moves to an electronic system of documentation and payment.

The grantee's travel policy states that primary supervisors must approve in advance all out-of town travel but does not state how that approval should be documented. Even though the CFO states that prior approval is by email, a system has not been designed to ensure that all out-of-town travel approval is retained, either electronically or in documentary format, as evidence of supervisory approval and compliance with the grantee's travel policies. Requiring documentation of supervisory approval for staff travel prior to travel helps ensure that only authorized travel is reimbursed and reduces the potential for abuse.

**Recommendation 5:** The Executive Director should take action to ensure compliance with the grantee's policy on documenting supervisory approval prior to employees embarking on out-of-town travel.

**Grantee Comments:** Grantee management stated it will revise the policy to require prior written approval for out-of-town travel.

**OIG Evaluation of Grantee Comments:** The grantee's planned actions are responsive to Recommendation 5. The recommendation will remain open until all grantee management actions are completed and the OIG is notified in writing.

## **DOCUMENTING POLICIES AND PROCEDURES**

Some operating policies and procedures were not formally documented in the grantee's accounting manual and others were not adequately documented in the accounting manual. Moreover, even if documented, at times the policies and procedures were not followed. These areas included awarding contracts and consulting agreements, reimbursing the cost of cell phones, and prohibiting the use of LSC funds to purchase alcoholic beverages. While grantee management could verbally describe some procedures associated with each of these areas, the verbal

procedures were not adequate. As part of a robust internal control structure, each grantee must develop a written accounting manual that describes the specific procedures to be followed by the grantee in complying with the Fundamental Criteria contained in the LSC Accounting Guide, which requires that financial controls be established to safeguard program resources. The Government Accountability Office<sup>2</sup> in its guidance on internal control states all transactions and other significant events need to be clearly documented, and that the documentation requirements should appear in management directives, administrative policies, or operating manuals.

○ **Contracts and Consulting Agreements**

The grantee's documented contracting policies and procedures consisted of one sentence in the program's accounting manual. The one sentence required that "All contracts with consultants and other firms must have the signature of the Executive Director or the Director of Administration." During the audit, grantee management provided a revision to the contracting policy which added the requirement that consulting contracts may be entered into only after determining there is a need and that existing staff cannot perform the task. Even with the revision, the grantee's contracting policies were not sufficient. Specifically, the grantee's contracting policies did not address procedures to:

- solicit proposals or bids prior to entering into a contract that exceeds a specific dollar amount;
- fully document contracting actions by maintaining the bids received and the approvals given for each purchase above a reasonable level;
- document justifications for sole source purchases above a specified dollar amount;
- ensure that the governing body and all necessary funding source approvals are obtained prior to entering into contracts;
- include clearly defining services to be rendered in the written contract; and,
- document modifications to existing contracts.

○ **Cell Phones**

The grantee did not have formal written policies and procedures for cell phones, PDA devices and other technology products. The grantee has an informal policy that authorized staff members to be reimbursed for cell phone use and in some cases provide staff members with a cell phone. While most of the reimbursements were either \$50 or \$25 per month, three executives were reimbursed at a higher amount. Staff members participating in the program were instructed to provide a copy of their monthly cell phone bill so they could be reimbursed. According to the CFO, the grantee is currently developing a written cell phone and Personal Digital Assistant (PDA) policy.

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<sup>2</sup> GAO-01-131G – Internal Control Management and Evaluation Tool ED (2/01), Page 41.

○ **Prohibited Purchases**

The grantee's accounting manual and employee handbook do not contain any prohibition regarding the purchase of alcoholic beverages using LSC funds. 45 CFR §1630.3 states that recipient expenditures should be reasonable and necessary for the performance of the grant. Also, the President of LSC issued a letter dated March 20, 2008, notifying grantees of the prohibition on purchasing alcoholic beverages, citing the guidance in OMB Circular A-122, *Cost Principles for Non-Profit Organizations*, and applying the prohibition to the use of LSC funds.

According to the CFO, the grantee does not condone alcohol purchases with LSC funds and reminders have been sent to all employees that LSC funds cannot be used to purchase alcoholic beverages. The CFO also noted that because the grantee is a large program its accounting office might not detect every instance of an improper purchase of this nature. While the accounting office may not detect each instance, formally documenting in policy manuals that the purchase of alcoholic beverages with LSC funds is prohibited will help ensure that purchases are not made in the first place.

**Recommendations:** The Executive Director should:

**Recommendation 6:** Develop written policies and procedures for contracts and consultant agreements in accordance with the Accounting Guide for LSC Recipients.

**Recommendation 7:** Develop written policies and procedures for controlling the use of cell phones and other electronic devices, including reimbursement policies for staff members using personal cell phones for business purposes.

**Recommendation 8:** Develop written policies and procedures that prohibit the use of LSC funds to purchase alcoholic beverages and implement those policies.

**Grantee Comments:** Grantee management stated that the grantee will revise its policies in these areas in accordance with the OIG recommendations.

**OIG Evaluation of Grantee Comments:** The grantee's actions are responsive to the recommendations which will remain open until all grantee actions are completed and the OIG is notified in writing.



DAVID G. HALL  
EXECUTIVE DIRECTOR

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April 23, 2012

Mr. Ronald D. Merryman  
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Office of the Inspector General  
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3333 K. St., NW 3<sup>rd</sup> Floor  
Washington, D.C. 20007-3522

Re: Audit of Selected Internal Controls

Dear Mr. Merryman:

Enclosed is TRLA's response to your draft report. Feel free to let me know if you have any questions.

Sincerely,

TEXAS RIOGRANDE LEGAL AID, INC.

David G. Hall  
Executive Director

encl.: as noted  
cc: Anthony Ramirez

**Response of Texas RioGrande Legal Aid  
to the Draft Report on Selected Internal Controls of the  
Legal Services Corporation Office of Inspector General  
February 2012**

From May 2010 through February 2012, the Office of the Inspector General of the Legal Services Corporation conducted an audit of internal controls of the accounting systems of Texas RioGrande Legal Aid. During the two-year period of the audit, six on-site visits by OIG staff occurred and several thousands of pages of documents were reviewed. The audit concluded that "grantee disbursements tested generally were adequately supported and allowable," that "internal management reporting and budgeting were generally in accordance with the LSC's Fundamental Criteria," that "[i]nternal controls over employee benefits and reimbursements were generally adequate," and that "[p]olicies over employee benefits were in writing and adhered to."

The draft report makes several recommendations for improvements to existing systems, and these observations and recommendations will be addressed in the following remarks:

**A. Basic Field Grant Cost Allocation**

The draft audit report acknowledges that the TRLA accounting system contains a written description of its cost allocation system for attributing costs and expenses to various grants, although a written description was not required by the LSC Accounting Guide until its revision six months after the OIG audit was initiated. The OIG believes that the written description did not provide sufficient detail of the cost allocation measures and that it had not been presented to the TRLA board of directors for its approval. TRLA's written description follows the allocation criteria set out in the LSC accounting manual of 2010, and has been reviewed by TRLA's independent auditor. There is no requirement in the LSC accounting guide that the board of directors approve allocation methods.

TRLA operates three public defender programs in its service area, providing representation in criminal cases through grants from state and/or county sources. Each of those grants contains an amount of funding for administrative costs. The draft audit report observes that some non-personnel costs for administrative activities in support of the PD program, such as space, utilities, and supplies, were not being properly allocated to the PD grants.

**Recommendation 1.** *That the allocation system is fully documented.* The cost allocation measures are being reviewed and edited, and will be included in the TRLA accounting policies and procedures manual. They will also be presented to the Board of Directors when that process is completed.

*Recommendation 2. That the allocation system includes a methodology to allocate a fair share of the central office costs to the public defender programs. TRLA will assure that all indirect non-personnel costs for the administration of the defender programs will be allocated to those grants or to unrestricted funds.*

#### **B. Migrant Grants Cost Allocation System**

In 2000, at the request of LSC and the executive directors of the migrant grantees in the states of Louisiana, Arkansas, Mississippi, Alabama, Tennessee and Kentucky, TRLA agreed to provide specialized migrant legal services in those states. The Corporation had been concerned that the small individual state grants, as low as \$31,000 per year, made it virtually impossible for a program to provide meaningful migrant legal services to a clientele that is very difficult, because of mobility and language barriers, to serve. TRLA agreed to pool the six grants beginning in 2001 and to operate a migrant program, dubbed "Southern Migrant Legal Services," to cover migrant agricultural workers employed in the region, many of whom resided and worked at least part of the time in Texas. Since TRLA applied for the migrant grants, no other entity has submitted a request to provide such services.

Migrant workers in the South often travel from state-to-state and are employed in any one location or state for relatively brief periods of time, sometimes for a few days, sometimes for a few weeks. It is not uncommon for such migrant workers to find employment in three or four of the SMLS states in a year, but whether they have an employment-related "case" is often more episodic. They may work for one grower in several different states for several different growers or packing sheds, or a family may migrate together, seeking employment wherever it may be found. Employment opportunities emerge and disappear annually; one state may have many jobs one year, but not the next.

Using the pooled funds, TRLA operates SMLS from an office in Nashville. Although the combined funds—now less than \$300,000 per year—only provides salaries and expenses for three attorneys, TRLA has generally been able to maintain at least four, and often five, attorneys in the Nashville office. The additional attorneys have been funded by Skadden Arps, Yale Limon, and Equal Justice Works fellowships, or by funding from the Texas migrant grant. Using those resources, TRLA has managed to provide some measure of service in each of the six states every year. For example, TRLA sends its paralegals and attorneys into each state every year to conduct outreach and community legal education and to make its services available throughout the region. However, because of the patterns of migrant agricultural employment, the nature of migrant legal services, and the *de minimis* size of the individual state's grants, it is virtually impossible to guarantee that the grant in any given state in any given year will exactly match the operations and services provided in that state.

Nevertheless, the OIG report suggests that each state's migrant grant should be accounted for separately and that funds from one state's migrant grant should not be used to "subsidize" migrants who worked in a neighboring state.



**Recommendation 3.** *The Executive Director should ensure that a cost allocation is developed that accurately accounts for the expenditure of LSC funds for each migrant grant and that the LSC funds provided are expended for services applicable to the respective service area.* Because of the impossibility of operating an effective multi-state-regional migrant legal services program in the manner suggested by the draft report, TRLA will seek approval from the Legal Services Corporation to operate its Southern Migrant Legal Services program in a unified manner.

#### **C. Credit Card Transactions**

TRLA senior management, including the Executive Director, uses an American Express card to pay for program-related expenses. Airfare, hotels, rental cars, and meals for attorney recruits are typical expenditures charged to the card. Each month, American Express submits to the Accounting Department an itemized bill listing each expense incurred during the billing period for each authorized employee. The bill includes the vendor, the date the expense was incurred, and the amount of the expense.

Other than items charged to the program credit card, the Executive Director does not request reimbursement for program-related expenditures, such as mileage and per diem during program travel. To properly document items charged to the American Express card, the ED has followed the recommendation of TRLA's independent auditor; he reviews a copy of the itemized bill each month and adds explanatory information where necessary to permit an auditor to evaluate the appropriateness of the expense or its allocation, e.g., travel destination and purpose of a trip, the purpose of a meeting where meal expenses were incurred and the attendees, etc. All of the information that would be included in a travel reimbursement form is noted on the copy of the AmEx statement; however, the ED does not submit a reimbursement form because he does not request reimbursement.

**Recommendation 4.** *The Executive Director should ensure that policies and procedures are followed by staff members, including ensuring that credit card purchases are supported by receipts and that travel reports are filed as required for all travel.* If the Executive Director requests reimbursement for program-related travel or other expenses, he will submit the travel reimbursement reports recommended by the draft report.

#### **D. Prior Approval for Out-of-Town Travel**

TRLA has a policy requiring an employee to obtain advance approval before incurring out-of-town travel expense, but there is no requirement that the approval be made in writing. If the employee fails to obtain prior approval and incurs travel expenses, those expenses may be disallowed if the primary supervisor refuses to grant approval. The OIG draft report suggests that this policy is inadequate, and that the policy should be amended to require prior written approval.

**Recommendation 5.** *The Executive Director should take action to ensure compliance with the grantee's policy on documenting supervisory approval prior to employees embarking on out-of-town travel. The ED will revise the policy to require prior written approval for out-of-town travel.*

**E. Documenting Policies and Procedures**

The OIG report suggests that TRLA needs additional written documentation on its policies regarding consultant contracts, personal cell phone reimbursement, and the purchase of alcoholic beverages with LSC funds.

**Recommendation 6.** *Develop written policies and procedures for contracts and consulting agreements in accordance with the Accounting Guide for LSC Recipients. TRLA will revise its policies in this area in accordance with the OIG recommendation.*

**Recommendation 7.** *Develop written policies and procedures for controlling the use of cell phones and other electronic devices, including reimbursement policies for staff members using personal cell phones for business purposes. TRLA will revise its policies in this area in accordance with the OIG recommendation.*

**Recommendation 8.** *Develop written policies and procedures that prohibit the use of LSC funds to purchase alcoholic beverages and implement those policies. TRLA will revise its policies in this area in accordance with the OIG recommendation.*



Legal Services Corporation  
America's Partner For Equal Justice

July 2, 2012



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David G. Hall  
Executive Director  
Texas RioGrande Legal Aid, Inc.  
300 South Texas Boulevard  
Weslaco, TX 78596

Re: Final Program Quality Visit Report  
for Texas RioGrande Legal Aid,  
Inc. - Recipient #744100

Dear Mr. Hall:

Attached is LSC's Final Report on the program quality visit conducted at Texas RioGrande Legal Aid, Inc. by the Office of Program Performance (OPP) on January 30 - February 9, 2012.

Thank you for your June 20, 2012 letter enclosing your response to OPP's draft report. We incorporated some of your changes into the final version of the report, and your response is included as an attachment. The final report and your June 20, 2012 letter, including your response will be posted on the [www.lsc.gov](http://www.lsc.gov) website.

Should you have any questions, or if we may be of any further assistance, please let us know.

Sincerely,

A handwritten signature in black ink that reads "Janet LaBella".

Janet LaBella  
Director  
Office of Program Performance

**Attachment**

cc: Ricardo E. Lara  
Chair, Board of Directors  
Texas RioGrande Legal Aid, Inc.



LEGAL SERVICES CORPORATION  
**OFFICE OF PROGRAM PERFORMANCE**

REPORT  
FROM THE  
PROGRAM QUALITY VISIT  
TO

**TEXAS RIOGRANDE LEGAL AID, INC.**  
RECIPIENT NO. 744100

JANUARY 30 - FEBRUARY 9, 2012

**LSC REVIEW TEAM**

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Tillie Lacayo, Program Counsel  
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### **BACKGROUND ON THE VISIT**

The Legal Services Corporation's (LSC) Office of Program Performance (OPP) conducted a Program Quality Visit to Texas RioGrande Legal Aid (TRLA) from January 30-February 9, 2012. Team members included OPP Program Counsel Stephanie Edelstein (team leader), Tillie Lacayo, Cheryl Nolan, Glenn Rawdon, Evora Thomas, and Tim Watson; and LSC temporary employees Cesar Britos, Alex Gulotta, Andrew Scherer, and Cynthia Schneider.

Program Quality Visits are designed to evaluate whether LSC grantees are providing the highest quality legal services to eligible clients. In conducting the evaluation, OPP relies on the LSC Act and regulations, the LSC Performance Criteria, LSC Program Letters, and the ABA Standards for the Provision of Civil Legal Aid. The evaluation was organized to follow the four Performance Areas of the LSC Performance Criteria, which cover needs assessment and priority setting; engagement with the low-income community; legal work management and the legal work produced; and program management including board governance, leadership, strategic planning, resource development, and coordination within the delivery system.

The team reviewed documents provided by the program including: recent grant applications to LSC, technology and PAI plans, workforce analysis charts, case reports, and other service reports. The team also reviewed materials requested in advance of the visit, including documents relating to the program's intake, legal work, and case management policies and systems, advocates' writing samples, and the results of an online staff survey. While on site, the team visited eleven TRLA offices; Austin, Brownsville, Corpus Christi, Eagle Pass, Edinburg, El Paso, Harlingen, Laredo, Nashville TN, San Antonio, and Weslaco, as well as satellite offices in some of those communities. The team spoke with staff from Alpine, Del Rio, Sinton, and Victoria, by phone or in person at other offices. The team interviewed program leadership and administration, along with most attorneys, paralegals, and administrative and support staff. The team also met in person or by phone with the program's board chair and several board members, judges and other members of the state justice community, the Texas Access to Justice Commission (TAJF), representatives of non-LSC funded legal services and pro bono entities, and other community organizations.

### **PROGRAM OVERVIEW**

Texas RioGrande Legal Aid receives the third highest level of LSC funding. In 2012, TRLA received \$11,315,674 in LSC funds to support its work in the Texas and Southern Migrant service areas, including \$9,692,860 in basic field funding, \$29,477 in Native American funding, and \$1,593,337 for migrant work. Migrant funding for 2012 included: Alabama (\$30,991), Arkansas (\$74,450), Kentucky (\$48,087), Louisiana (\$25,938), Mississippi (\$53,757), Tennessee (\$40,087), and Texas (\$1,308,370).

TRLA's overall funding for 2012 is approximately \$24.1 million, which in addition to the LSC funding described above, includes \$8.9 million in IOLTA funds and state appropriations administered by the Texas Access to Justice Foundation. TRLA's 2012 revenue is approximately \$4 million less than it was in 2011, with the most significant cuts coming from LSC (\$1.96 million) and IOLTA (almost \$2 million). LSC funding constitutes approximately 52% of TRLA's budget.



TRLA is one of three LSC recipients in Texas. It was created in 2002 through the merger of Texas Rural Legal Aid, a large rural program in the Rio Grande Valley, with four urban programs: Coastal Bend Legal Services (Corpus Christi), Bexar County Legal Aid (San Antonio); El Paso Legal Assistance Society, and Legal Aid of Central Texas (Austin). TRLA's 68-county basic field-service area is the size of Colorado and includes Austin, San Antonio, and the Rio Grande Valley. The program's Native American unit serves the Kickapoo Tribe. The migrant farm worker unit serves migrants throughout the state of Texas as well as those in Alabama, Arkansas, Kentucky, Louisiana, Mississippi, and Tennessee (through the unit known as Southern Migrant Legal Services and operated out of Nashville, Tennessee). According to the 2010 census, the TRLA Texas service area includes 7.5 million people, of whom slightly more than 52% are Hispanic/Latino. The poverty rate in the area is approximately 21% overall; for the Hispanic/Latino population, the poverty rate is approximately 28%, and for the non-Hispanic white population, it is approximately 9%.<sup>1</sup> In 2011, 68.9% of the program's clients were Latino/Hispanic, 18% were non-Hispanic white, 10.7% were African American, and .6% were Asian/Pacific Islander. The program closed 21,786 cases in 2011, fewer than the 23,129 cases closed in 2010 but consistent with cases closed in recent years (21,566 in 2009, 22,018 in 2008, and 21,634 in 2007).

At the time of the visit, TLRA had approximately 300 staff, including approximately 140 attorneys working out of 20 offices, plus an administrative office which shares space with the branch office in Weslaco. Many TRLA advocates are highly experienced and nationally recognized.

This Program Quality Visit was the first to TRLA since the merger. OCE conducted an on-site CMS/CSR visit in 2008. The Texas Access to Justice Foundation reviewed the quality and effectiveness of TLRA's delivery system in 2009.

### **SUMMARY OF FINDINGS**

TRLA has a national reputation for high caliber legal work that frequently results in substantial benefits for individual clients as well as for the client community. It has a core of highly experienced staff, many of whom are national leaders in the legal services community. They are complemented by a new generation of advocates who bring enthusiasm and fresh ideas to the program's efforts. The executive director is an effective leader who is well-known throughout the service area, the state of Texas, and nationally as a visionary, guided by his passion for providing access to and securing civil justice for individuals and the client community at large. TRLA has successfully merged the policies and procedures of five separate and diverse programs into a unified system for operating a single, large regional law firm.

TRLA conducts a comprehensive assessment of the civil legal needs of the client community every five years. The program annually sets goals and objectives and develops strategies to achieve them based on available resources, and responds quickly and effectively to

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<sup>1</sup> *Poverty Status in the Past 12 Months*, Table S1701, 2006-2010 American Community Survey 5-Year Estimates.

legal needs that emerge between assessments. While the program engaged in preliminary planning to address recent reductions in funding, it has not engaged in more comprehensive strategic planning.

TRLA is engaged and visible in the client community. Program offices are strategically located, and office hours and procedures are designed to promote access. Activities are conducted in a culturally and linguistically competent fashion. The primary access point for persons seeking assistance is a toll-free telephone line known as the Telephone Access to Justice Line (TAJ), which is supervised by attorneys and staffed primarily by law students. The TAJ is supplemented by telephone and in-person applications at branch offices, direct referrals from partner organizations, and outreach sites and clinics. Case acceptance guidelines are broad, and reflect the program's desire to serve all eligible applicants. However, as currently structured, the system actually limits access and services. The volume of calls to TRLA is extraordinarily high and its call-handling capacity is limited, so many callers do not get through. There is no system for steering callers to other information or resources, or for having TAJ or other intake staff provide advice and brief services. The requirement that all intakes be reviewed by a duty attorney can create additional delays. TRLA does not offer an on-line intake option. The TRLA website does not link to TexasLawHelp.org.

The practice area team approach to legal work reduces barriers among offices and encourages collaboration and mentoring, but it also presents some challenges. The frequency and effectiveness of casework and caseload supervision varies among teams, and advocates are not always certain who supervises their entire body of work, or who evaluates their overall performance. The program recently created four general counsel positions to supplement the litigation director positions. TRLA devotes substantial resources to supporting litigation. Supervisors use the custom case management system known as the Case Tracking System (CTS) to review legal work and to see that office protocols are being followed. TRLA's overall case closure data is somewhat below national norms, which may be due in part to bottlenecks in the intake and case acceptance and assignment systems. TRLA's dedication of resources to support complex litigation may also contribute to the comparatively lower case numbers.

TRLA demonstrates an ongoing commitment to effectively integrating private attorneys into its work, and to providing them with support and recognition for their service. The program's strong relationships with other legal and social service providers in the service area have resulted in creative collaborations to serve the client community.

The board of directors exercises its fiduciary and oversight responsibilities effectively and efficiently, and receives appropriate training and support. The program has engaged in preliminary planning to address recent reductions in funding, although the board has not adopted a formal strategic plan.

Program leaders have substantial experience in organizational administration and/or management, and they have each been affiliated with TRLA for many years. TRLA has not adopted a leadership succession plan, although a deputy director was recently appointed. The management structure separates some administrative responsibilities from legal work

management and oversight in a way that may not always be most effective. In addition, the procedures used to fill management positions are not always clear.

TRLA utilizes effective systems for resource development and has diversified funding sources. It employs a development director and a grant writer, and has a written development plan. The communications director uses traditional and social media to feature program news and accomplishments in part to promote contributions.

TRLA has adequate information technology staff and a solid technology infrastructure to support its work, although there are some areas where modernizations to the technology would be appropriate when resources permit. The program does not have a detailed technology plan tied to a technology budget.

TRLA provides effective representation to the Kickapoo tribe, given the limited resources available.

TRLA has a longstanding national reputation for high quality legal representation of migrant farm workers. It operates migrant farm worker programs in Texas (Migrant-TX for purposes of this report), and in six southern states under the umbrella of the Southern Migrant Legal Services (SMLS). In Texas, migrant farm worker advocates are located in branch offices throughout the program; SMLS advocates are based in Nashville, Tennessee. The legal needs of migrant farm workers were assessed in 2010. The farm worker team is comprised of many highly skilled advocates, including some with more than 30 years of experience in this area of law. Supervision and management of legal work has been more structured in SMLS than in Migrant-TX, but the new farm worker team manager has plans for creating more consistent practices. TRLA leverages LSC's resources in the six states served by SMLS by providing significant administrative support to the operations of the Nashville office.

## **DISCUSSION OF FINDINGS**

***PERFORMANCE AREA ONE. Effectiveness in identifying the most pressing civil legal needs of low-income people in the service area and targeting resources to address those needs.***

### **Criterion 1. Periodic comprehensive assessment and ongoing consideration of legal needs.**

**Finding 1: TRLA conducts a comprehensive assessment of the civil legal needs of the client community every five years. The most recent assessment included input from all segments of the client community and persons serving the client community, as well as program staff and members of the board.**

In 2010, TRLA conducted a comprehensive study of the critical legal needs of its client community. This assessment consisted of an electronic questionnaire distributed to TRLA board members and staff, the private bar, community organizations, and government agencies. A paper survey was also made available to these individuals. Clients were surveyed during the intake process over the course of a two week period. Outreach coordinators surveyed residents of

*colonias*.<sup>2</sup> Each TRLA office held meetings with client and community organizations to solicit their opinions of legal needs facing the community. Offices prepared reports summarizing the results of these activities.

TRLA also reviewed recent demographic data and considered a variety of factors including: resources available to TRLA; availability of other resources to low income people; importance of the particular legal problem to the client community; susceptibility of the legal problem to a solution through the legal process; whether the efforts of TRLA will complement other efforts to solve the particular problem; and, whether legal efforts will result in the effective and efficient delivery of legal services.

**Criterion 2. Setting goals and objectives, developing strategies and allocation resources.**

**Finding 2: TRLA annually sets goals and objectives and develops strategies to achieve them based on available resources, and regularly assesses its delivery strategies and work.**

TRLA has taken a broad and expansive view of priorities and case acceptance guidelines. The program seeks to provide some level of service to all applicants who are determined to be eligible. As a result, the program's priorities are broad, and program-wide. They include legal representation in the following areas: support for families' integrity, security and well-being; improving outcomes for children; preservation of the home (permanent and temporary) and the community; safety, stability and health for individuals, families and their communities; protection and preservation of fundamental freedoms; maintaining and enhancing economic stability, security and justice, especially fair opportunities for employment; populations with special vulnerabilities; community and economic development; delivery of legal services.

TRLA priorities also include advice and referral, client community education, pro se clinics, permissible administrative advocacy, and assistance in certain emergencies. The program also implements its priorities by encouraging and supporting creative advocacy and cross-program collaboration through its team system.

After considering the results of the 2010 legal needs assessment, the board of directors determined that the existing priorities were appropriate and should be retained.

Program resources appear to be reasonably allocated to meet priorities. Staff are aware of the priorities and adhere to them.

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<sup>2</sup> *Colonias* are unincorporated settlements of substandard housing, located primarily along the Texas-Mexico border, where residents have purchased small plots of land that lack basic services such as drinking water, sewage treatment, and paved roads. See, <https://www.oag.state.tx.us/consumer/border/colonias.html>.

***Recommendation:<sup>3</sup>***

***1.2.2.1. TRLA should carefully examine the breadth of its priorities and its goal of providing some level of service to all eligible applicants in light of recent and anticipated funding reductions.***

**Criterion 3: Implementation:**

**Finding 3: TRLA responds quickly and effectively to legal needs that emerge between assessments.**

TRLA uses its team structure to identify emerging issues program-wide. One responsibility of the team manager is to identify emerging issues program-wide, and to inform the TAJ and other intake staff of facts that might connect to those issues.

For example, TRLA adjusted rapidly and effectively to addressing the myriad legal issues presented in the aftermath of Hurricanes Katrina and Rita and more recently, Hurricane Ike. And in 2008-9, the program devoted significant resources to the representation of Fundamentalist Church of the Latter Day Saints (FLDS) mothers in their custody battles with the state.

**Criterion 4. Evaluation and adjustment.**

**Finding 4: TRLA routinely collects information on the effectiveness of its work, especially in achieving articulated objectives and desired results, and uses the results to make changes and leverage additional resources.**

TRLA is required to report outcomes data annually to the Texas Access to Justice Foundation (TAJF, the IOLTA funder). The program maintains data in its Case Tracking System (CTS) on specific benefits achieved for clients, including retroactive awards and lump sum benefits. In 2010, TRLA obtained \$7.5 million in back awards or settlements for clients, and its legal representation resulted in \$5 million in savings to clients. TRLA also collects data on the benefits obtained from direct legal representation to client groups, and on the types of groups represented. In 2010, TRLA represented 178 groups, including organizations focused on domestic violence victims' rights, workers' rights, *colonia* residents' rights, and provision of social services to low-income persons. For example, TRLA represented one group of *colonia* residents in obtaining basic water and sewer services for their community.

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<sup>3</sup> Recommendations in this report will be identified by a Roman Numeral cross-referenced to the Performance Area, followed by three numbers identifying, respectively, the Criterion addressed by the recommendation, the number of the finding, and a number designating whether it is the first, second, third, etc., recommendation under that finding. For example, III.2.14.3 designates Performance Area III, Criterion 2, Finding 14, third recommendation under finding 14. There are two tiers (levels) of recommendations in this report. Recommendations marked with an asterisk are Tier One Recommendations and are intended to have a direct and major impact on program quality and/or program performance. In your next grant renewal application or competitive grant application, instead of submitting a full narrative, your program will be required to report what it has done in response to Tier One Recommendations.

The data collected has also been used to leverage additional resources and to garner community support for less traditional services. For example, TRLA was able to demonstrate that its advocacy on behalf of clients served through the Medical Legal Assistance for Families (MLAF) partnership with the Brownsville Community Health Center resulted in \$75,000 in reimbursements to that center. This information was instrumental in overcoming resistance to MLAF by doctors wary of having lawyers on site due to fears about malpractice litigation.

TRLA staff also assess the effectiveness of the program's delivery strategies by discussing case trends and developments at practice team meetings.

**Finding 5: TRLA has engaged in preliminary planning to address recent reductions in funding, although the board has not adopted a formal strategic plan.**

The executive director and director of development keep the board informed of funding challenges, including developments in IOLTA, LSC, state appropriations, and other funding. Board members have been involved in efforts to preserve state funding. The executive and finance committees have had fruitful discussions with the executive director about how funding challenges should be addressed, and the board and program leadership expect to take more proactive steps by June 2012, when they hope to have a better sense of 2013 LSC funding. At the time of the visit, the preliminary plan was to reduce staff size through attrition while maintaining a critical mass in each office.

TRLA has adopted a succinct mission statement whose purpose is primarily internal. It has not adopted a broader and more public mission or vision statement that would articulate for staff, for the board and for outside stakeholders (including funders), the values that inform its work or the goals it hopes to achieve through its efforts. While these values and goals might appear to be obvious to those who have long engaged in legal services advocacy, a broader mission or vision statement can still provide staff with direction and inspiration, and can provide potential board members, funders, and other stakeholders with an understanding of why they should work with or support the program.

***Recommendation:***

***I.1.5.1.\* TRLA should undertake a strategic planning process involving the board, staff, and other stakeholders within the legal services community. This process should include a review of the program's statement of mission and the development of a vision statement, and should include dialogue about how to preserve the culture and vision of the program in the future. The process should also include an examination of the most efficient utilization of resources to serve clients in light of recent and projected funding losses, changes in laws, and ongoing or emerging client needs.***

***PERFORMANCE AREA TWO. Effectiveness in engaging and serving the low-income population throughout the service area.***

**Criterion 1. Dignity and sensitivity.**

**Finding 6: TRLA offices are strategically located throughout the vast service area, and office hours and procedures are designed to promote access.**

TRLA offices are located in areas that are accessible to the low income community, either near public transportation where that is available, or in larger population centers near major roads, courts, and other services. Buildings are accessible to persons with physical challenges, and accommodations are made to provide access within the building when needed.

Offices and off-site clinics and other spaces are professional in appearance, well-maintained, clearly identified, and welcoming to clients. Staff offices are professional and well-equipped. The El Paso office has served as a venue for local art exhibits, which not only improves the appearance of the office at no cost to the program, but draws in members of the community – including potential donors, who might not otherwise be aware of the program's work.

Office hours and procedures are reasonably calculated to promote access and utilization by the client community, including populations with traditional access difficulties. Staff reported that they try to accommodate applicants with special needs with after-hours appointments, off-site clinics, and visits to hospitals and shelters.

**Finding 7: TRLA's telephone and in-person activities are conducted in a culturally and linguistically competent fashion, although its written policy for serving persons with Limited English Proficiency lacks some of the elements recommended by LSC in Program Letter 04-2, *Services to Eligible Individuals with Limited English Proficiency*.**

TRLA's efforts to promote access by non-English speakers and those with limited English proficiency are strong. The predominant language spoken in the service area other than English is Spanish; there are also smaller pockets of individuals who speak Vietnamese, Russian, and Mandarin Chinese. A notable number of TRLA staff are bilingual in English and Spanish, and attorneys seeking to learn Spanish receive financial assistance for participating in immersion programs.

The telephone intake system includes a Spanish language option, and the Telephone Access to Justice (TAJ) staff include Mandarin, French, and Creole speakers. Language Line is used for telephone interpretation and local interpreters are used for in-person assistance when needed. TRLA also contracts with a sign language interpreter service when needed to serve deaf and hard of hearing clients. In reception areas, informational brochures are available in both English and Spanish, the most common languages of the community.

TRLA has a written LEP policy and has prepared some additional guidelines for staff, but these documents do not address all the recommended elements of an LEP plan contained in LSC Program Letter 04-2, *Services to Eligible Individuals with Limited English Proficiency*.<sup>4</sup> For example, these documents do not address the scope of language services to be provided;

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<sup>4</sup> Program Letter 04-2 and accompanying Guidance is available at [www.grants.lsc.gov/rin/grantee-guidance/program-letters/current-program-letters](http://www.grants.lsc.gov/rin/grantee-guidance/program-letters/current-program-letters).



workload adjustments for staff providing services to LEP clients; training including general staff training on language access issues and specific training on language and ethical issues for staff who serve as interpreters; and systems for review and modification of language access services.

**Recommendation:**

~~II.1.7.1.\* TRLA should revise its LEP policy in accordance with LSC Program Letter 04-2, Services to Eligible Individuals with Limited English Proficiency, and the accompanying Guidance. The program may wish to refer to recently developed or updated LEP policies posted on the LSC Resource Information website located at [www.lri.lsc.gov](http://www.lri.lsc.gov).~~

**Finding 8: TRLA has not put its website to full use as a resource for the client community.**

The TRLA website provides information about program contacts, operating hours, and general services. It also includes a staff-only portal, a link to TRLA news stories, and a link for prospective volunteer attorneys and those wishing to make a donation to the program. It does not, however, operate as a resource for the client community. It is available only in English.

The website does not include legal information or assistance to *pro se* litigants, and has no links to other resources such as TexasLawHelp.org, the statewide website where such information could be obtained. TRLA participates in TexasLawHelp.org by providing content on substantive legal issues.

**Recommendations:**

*II.1.8.1.\* TRLA should reconsider its vision for its website, including whether the website is intended to function primarily as a tool for staff, or whether it should be a more effective resource for the client community, the private bar, and the public generally. At the very least, the website should contain appropriate content in Spanish as well as English, and should link prominently to TexasLawHelp.org, which includes resources in Spanish and Vietnamese.*

**Criterion 2. Engagement with the low-income population.**

**Finding 9: TRLA is engaged and visible in the client community.**

TRLA staff participate in a variety of outreach activities designed to provide the client community with legal information and resources, and to inform them of TRLA's services. The program is also well-known to and respected by the leaders and staff of organizations providing services to the low-income community in the service area and across the state.

Staff conduct outreach and educational programs at local fair housing councils, senior centers, independent living centers, homeless coalitions, the Family Justice Center, Safe Place, and many other domestic violence and sexual assault advocacy organizations throughout the service area. In addition, TRLA accepts referrals of eligible clients from those organizations.

The network of service providers in the region makes an effort to collaborate so that clients do not experience multiple referrals before they reach the provider that will ultimately

serve them. Of particular note are the medical-legal partnerships in Brownsville, El Paso, and San Antonio, where TRLA maintains an office in a clinic or hospital and accepts referrals from medical staff. Another excellent collaboration permits domestic violence shelter staff to screen shelter clients for eligibility for TRLA services using direct access to a segregated section of TRLA's case management system. Other examples of collaborations with community partners are seen in the evening intake clinics conducted with volunteer lawyers and TRLA's work with various homeless and mental health coalitions.

**Criterion 3. Access and utilization by the low-income population (Intake).**

**Finding 10: Despite its various access options including creative collaborations with other organizations, the TRLA intake structure precludes the program from reaching its full potential for serving the low-income community.**

TRLA's primary access point for persons seeking assistance is the toll-free telephone line known as the Telephone Access to Justice line (TAJ), which is supervised by attorneys and staffed primarily by law students. The TAJ is supplemented by telephone and in-person applications at branch offices, direct referrals from partner organizations, and in-person intake at outreach sites and clinics.

*Telephone Access to Justice (TAJ)*

The Telephone Access to Justice (TAJ) is supervised and managed by a director and an administrator in the San Antonio office, a director and an administrator in the Austin office, and a team manager in the Corpus Christi office. The TAJ directors and the team manager are attorneys. The majority of intake duties at the TAJ are performed by a cadre of second and third-year law students known as TAJ associates, most of whom work part-time. The TAJ team also includes some law graduates waiting for bar results.

The volume of calls to TAJ is extraordinarily high. TRLA recently upgraded to a CISCO desktop call management program that can report statistics such as incoming volume of calls and wait times. At the time of the OPP visit, this software was not yet fully functional and the program was not able to readily run reports on call data statistics for the team to review. TRLA staff provided the visit team with data collected over two separate months in 2006-7. That data show 12,711 calls entering the system in one month; in another month, there were 14,845 calls. Many of these calls were repeats, and approximately 90% of incoming calls were missed. While this data is not recent, according to intake staff it accurately reflects the extraordinarily high volume of calls that continue to come into the program. Data provided to LSC after the visit indicates that TRLA conducted 30,027 intakes in 2011.

Unlike some programs that use an open unlimited queue system that answers all calls and allows all callers to hold, the technology currently used by TRLA for the TAJ limits the number of calls that can be accepted into the phone queue. The technology also limits the number of staff able to handle calls. As a result, phone lines are busy and many callers do not get through, or they get through only after many attempts. Staff reported during the visit that it could take up to three days for an applicant to get through the phone lines and speak to an intake staff person. A

receptionist was overheard by the LSC team telling a caller that he/she should keep calling and that it might be five hours before he/she could get through. Some partner organizations reported incidences of people whom they had referred to TRLA, trying for days to get through the TAJ system. The system can be particularly frustrating for people without a land line or for those with limited cell phone minutes.

Callers who do get through to the TAJ phone lines (*i.e.*, do not just get a busy signal) hear a recording that explains the TRLA eligibility criteria and intake process. This recording does not provide callers with case acceptance information that could help them to assess whether the program will be able to assist them, and does not include other options for obtaining information or services.

Staffing an intake line such as the TAJ with law students expands program resources and builds a foundation for the future by instilling in the students a sense of public service. However, the current system at TRLA is not as efficient as it could be. The number of law students varies by office (San Antonio or Corpus Christi) and time of year; the spring 2012 Austin schedule shows four to seven students plus two TRLA staff. While the law students may work year-round, they are less available during exam periods and other fluctuations in the school year, limiting the program's capacity to handle the volume of incoming calls during those times. At the time of the visit there were no arrangements in place to fill those gaps.<sup>5</sup> In addition, the system does not make the most effective use of the law students' skills, as the students' function is to screen callers for program eligibility and gather information and documents about the applicant's legal problem(s). Law students do not provide legal advice.

#### *Non-TAJ access points for persons seeking assistance*

In addition to the TAJ, TRLA accepts applications by telephone and sometimes in person at branch offices, as well as through partnerships with domestic violence shelters and health clinics, and at outreach sites and legal clinics. Some specialized units handle their own intake. As discussed in Finding 9, above, two innovative intake models include referrals from medical staff participating in medical-legal partnerships, and permitting domestic violence shelter staff to screen shelter clients for eligibility for TRLA services using direct access to a segregated section of TRLA's case management system. TRLA has also used an alternative phone line to supplement its standard system during FEMA-declared disasters.

Branch offices have varying schedules and protocols for callers and walk-in applicants. In all offices, applicants who apply with an emergency as defined by the case acceptance guidelines are screened for conflicts and eligibility by a receptionist or other intake staff and interviewed the same day by a duty attorney in the office. Some offices also follow this procedure for walk-in applicants who do not have an emergency, if staffing permits. Other offices refer persons who do not have emergencies directly to the TAJ. At least one office accepts a limited daily number of telephone intake calls from people who have tried unsuccessfully to get through to the TAJ.

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<sup>5</sup> TRLA's response to the Draft Report notes that the Austin and San Antonio TAJ offices usually have 20-30 students working from 12-50 hours per week depending on their academic schedules. *Response*, at 8.

Telephone intake lines at branch offices can sometimes be as difficult to enter as those of the TAJ. In at least one office, at the end of the telephone recording, the line automatically hangs up so callers are unable to leave a voice message. Also, in at least one office those callers who do get through may have a long wait to speak to an intake worker.

### *Post-screening procedures*

Intake information is entered directly into the CTS. If the applicant qualifies for services, the intake worker sends the case electronically to a "duty attorney" of the day for the appropriate team or practice area. The number of duty attorneys depends upon the size of the practice team. Some teams have duty attorneys in more than one office. Each team has at least one duty attorney available on any given day. The duty attorney reviews the application and intake notes, assesses any attached documents, consults with the intake worker (or on occasion the client) as necessary, and makes a preliminary determination of the level of services to be provided, as well as by whom. If the duty attorney decides that the case meets the practice team's priorities for extended services as described in the team's case acceptance guidelines, discussed in Finding 11, below, s/he will seek out a team member (preferably in the office nearest the client) and attempt to place the case. Some teams (or local office subsets of teams) hold weekly case acceptance meetings to distribute cases. Some teams do not hold case acceptance meetings, instead relying exclusively on the duty attorney to place cases. The duty attorney may also decide to keep the case. Case assignments appear to be voluntary and attorneys are free not to accept a case. If the duty attorney is unable to place the case for extended services, s/he sends an advice letter to the client explaining that fact and including a description of the program's grievance procedures. This review process, known as the "disposition review," can take anywhere from one or two days to two or three weeks.

TRLA has written procedures for opening new files and entering data into the CTS. The Intake Manual addresses eligibility, issue spotting, level of service, and other procedures. The CTS has modules of scripts for screening questions.

The CTS also includes templates for advice letters, which can be adapted to suit an individual's particular circumstances. While some teams have systems for ensuring that the advice in those letters is current, those used in some practice areas were reported to be out-of-date.

TRLA does not obtain clients' feedback to its intake services, nor does it survey staff and clients on intake-related matters.

### *Recommendations:<sup>6</sup>*

*II.3.10.1.\* TRLA should consider supplementing its intake system with online intake as a way to alleviate the high volume of calls to TAJ and reduce long waits by providing another access*

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<sup>6</sup> LSC's Intake Focus Group is available for technical assistance with improving the intake system.

point for potential clients. Online intake could be used to obtain information regarding eligibility and legal problem, and to direct applicants to legal information and community referrals.

*II.3.10.2.\* TRLA should provide callers to TAJ with recorded information about TRLA eligibility and services, and direct them to the website where they could find additional information, links to resources, and an opportunity to apply online, when that option is made available.*

*II.3.10.3.\* TRLA should consider upgrading the VoIP call system to include an automatic callback (IVR) feature, as well as more advanced queuing to direct calls by area of law as selected by callers. Advanced queuing features can provide callers who are not eligible for services, or those whose cases would not be accepted, with helpful information while they are in the queue.*

*II.3.10.4\* TRLA is urged to expand the capacity of TAJ by using support staff and paralegals from other branch offices as needed to handle calls when law students and other TAJ workers are unavailable or during times of unusual spikes or increased volume. The VoIP features of the TAJ phone system can be used effectively for this purpose.<sup>7</sup>*

*II.3.10.5.\* Support staff who conduct intake screening should receive on-going training on uniform screening procedures.*

*II.3.10.6. TRLA is encouraged to implement procedures for obtaining client feedback on intake services.*

**Finding 11: TRLA's broad case acceptance guidelines for most practice areas contribute to the intake gridlock because they generally do not provide guidance on the scope of services to be provided in particular kinds of cases, including when limited services would be appropriate.<sup>8</sup>**

TRLA's advocacy is structured around the work of 47 teams in 44 distinct practice areas. Those practice areas are in turn organized into larger primary groups: economic and social justice, family law, individual rights, labor, public benefits, and housing. Case acceptance guidelines are developed annually by individual teams, then reviewed by the group coordinator. The family law group is an exception; case acceptance guidelines are developed by the group as a whole. While the case acceptance guidelines attempt to narrow the range of cases falling within the practice area, many include broad exceptions. In addition, few groups' guidelines discuss the kinds of cases that are appropriate for less than extended services. Again, the family law group's

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<sup>7</sup> TRLA's response to the Draft Report explains that support staff and paralegals have taken intake calls on VoIP lines in the past in order to augment the law students, but that this was not occurring at the time of the OPP visit because "there needed to be a pause in intake while caseloads were being brought under control by casehandlers." *Response*, at 8.

<sup>8</sup> TRLA's response to the Draft Report posits that low volume practice areas may not need guidelines that delineate different levels of service, and clarifies that the family law group's guidelines include diversion of routine cases to clinics and assisted pro se programs when appropriate. *Response* at 9-10.

guidelines appear to be an exception; they include levels of service and protocols for diverting cases when appropriate, without sending them through the disposition process.

As a result, intake staff and duty attorneys have little guidance on specific case handling decisions and determinations on the scope of services to be provided. Detailed case acceptance guidelines would help control volume and expedite the intake process.

The program wants to provide at least some level of service to all applicants who qualify for assistance. However, with current resources, it simply is not possible to provide this level of service to the high number of people who qualify for assistance. Whether intentionally or not, the program has stemmed the tide of new cases by creating a virtual intake funnel through which only a few new applicants will pass. This has resulted in what is essentially an "all or nothing" system: those who do get through the intake and case acceptance process receive individualized information or high quality legal assistance; those who do not get through are left without even general information that might otherwise help them.

***Recommendations:***

*II.3.11.1.\* TRLA should refine its case acceptance guidelines in all practice areas consistent with its goals and objectives, in order to allocate resources to the most critical needs and to permit the determination, as early in the intake process as possible, of whether a case will be accepted, and the level of representation that will be provided. Some matters could be screened out at the initial contact with information only, thereby conserving valuable resources for intake screening and the provision of legal advice and brief services where appropriate. Refined case acceptance protocols could also control the volume and types of cases referred to the duty attorneys.*

*II.3.11.2.\* TRLA should incorporate advice-only cases into the TAJ where it is appropriate to do so, either by adding attorney staff to TAJ or by allowing law students to provide advice and brief services under the direct supervision of an attorney and after receiving training. This would free the duty attorney to focus on more complex intake assessments and ongoing cases, and would allow all advocates to focus more on extended cases.*

*II.3.11.3. TRLA is encouraged to make its case acceptance guidelines known to the community by posting them on its website or otherwise making them available.*

***PERFORMANCE AREA THREE. Effectiveness of legal representation and other program activities intended to benefit the low-income population in the service area***

**Criterion 1. Legal representation.**

**Finding 12: TRLA has the capacity to perform high quality effective advocacy on behalf of clients insofar as its resources permit.**

TRLA has built its strong reputation around a group of highly experienced staff, many of whom are national leaders in the legal services community. The 2011 staffing report provided by the program to LSC shows that in 2011, 13 employees had 40 years or more in the profession;

another 38 employees had 30 years or more; another 61 employees had 20 years or more; and approximately 80 other employees had 10 years or more. Attorneys average more than 15 years of experience. Experienced attorneys are complemented by a new generation of advocates who bring enthusiasm and fresh ideas to the program's efforts.

Program lawyers are well-informed about clients' legal problems and possess the requisite skills to address them. They strive for results that are compatible with the client's individual goals as well as program priorities. Advocates maintain an active court practice, and they employ written discovery, motions accompanied by written memoranda, and appeals. A significant number of advocates also engage in litigation that is extensive and time-intensive, resulting in substantial and lasting benefits for the state's poverty population. TRLA's vigorous and successful advocacy is reflected in the number of TRLA cases on appeal, and the innovative and complex cases the program has pending in state and federal court. However, writing samples provided to LSC varied greatly in quality and complexity. Many exhibited top-notch advocacy, while others, including some from attorneys with several years of experience, were more pro forma.<sup>9</sup>

Advocates are given high marks by judges, private lawyers, and other providers familiar with the program's work. Judges indicate that they refer cases to TRLA with confidence and that the attorneys are professional, reliable, well-prepared and courteous to both the courts and their clients.

***Recommendation:***

***III.1.12.1. TRLA is encouraged to establish protocols for ensuring that its written work product is uniformly of the highest possible quality.***

**Finding 13: TRLA has systems in place to support its culture of high quality advocacy, and continues to explore new mechanisms for retaining and continuing this culture into the future.**

TRLA's practice area team approach to legal work was designed in part to break down barriers among offices following the mergers, and it has been successful. Each advocate chooses a primary practice area team, but may also join other teams. As members of program-wide teams, advocates look beyond the boundaries of their individual offices for professional support and collaboration in their areas of practice. The team structure also provides inexperienced advocates with direct contact with substantive specialists across the program.

Each team has a team manager who coordinates and supervises the legal work of individual members and the teams as a whole, primarily via the CTS. Larger teams may have more than one manager. Teams are clustered by related practice area into seven groups, under the supervision of a group coordinator. Most teams conduct telephonic case review meetings on a periodic basis -- in some instances, monthly. Some branch managers also conduct weekly case

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<sup>9</sup> TRLA's response to the Draft Report explains that some lawyers are engaged in practice areas that rely heavily on routine pleadings and form documents. *Response* at 11.



review meetings to evaluate and assign new cases that come into their office and to review the status of all cases handled by staff in their office.

Staff report consistent use of the CTS for calendaring cases and other professional obligations.

~~All cases handled by paralegals are closed in the CTS by attorney supervisors. Team managers and other supervisors, including group coordinators and branch managers, use the CTS to review legal work as well as to ensure that program and office protocols are being followed, e.g., that cases are within priorities, that case activity is sufficiently documented, and that caseloads are appropriate. They also may make adjustments accordingly. For example, the family law team developed practice protocols when it became apparent that the use of discovery in family law cases varied considerably by office and advocate.~~

In addition to legal work supervision, team managers are expected to identify emerging issues, and they alert intake staff to fact patterns associated with those issues. At the time of the visit the housing team was concerned about a Section 8 landlord who had engaged in egregious behavior that had not been addressed by the local housing authority. Intake staff had been asked to identify applicants who may have been affected.

While most advocates spoke positively of the practice team structure and of the opportunities it presents, the system is not without challenges. The process by which team managers are selected is not always made clear to staff. This lack of transparency has caused tension in the program. Managers throughout the program, including team managers, would benefit from management skills training. The frequency and effectiveness of casework and caseload supervision varies among teams, and because many advocates are on more than one team, they are not always certain who supervises their entire body of work, or who evaluates their overall performance. In addition, some advocates appear to have made commitments to too many teams. Some advocates expressed a desire for more oversight on caseload size from supervisors. There are no program-wide legal work management protocols, but written guidance that does exist makes reference to the *ABA Standards for the Provision of Civil Legal Aid*.

Both the director of litigation and deputy director of litigation are responsible for supervising and coordinating significant litigation, mentoring practice area group coordinators and team managers, approving and coordinating advocate training, and serving as liaison between advocates and the executive director on significant litigation issues. While these positions are filled by highly dedicated and experienced attorneys, they also have commitments to their own cases and to their team management responsibilities. At the time of the visit, the director of litigation had been on leave for several months handling outside litigation. As a result, these positions are not fulfilling their envisioned potential.

Program management is aware of the need to reinvigorate its litigation capacities, and recently created four general counsel positions to supplement the litigation director positions. The individuals named to the general counsel positions are among the program's most experienced litigators. At the time of the visit their responsibilities were still evolving, but the expressed goal is for the general counsels to: (1) develop significant litigation; (2) mentor newer

attorneys; and (3) work to increase revenue through attorney fee awards. There is an assumption that the general counsels will also review significant litigation and approve cases for appeal, although the executive director will continue to be involved in these decisions and have final approval. The position of the general counsels in relation to the director and deputy director of litigation, and in the hierarchy of case supervision, had not been fully determined at the time of the visit, but it appears that they will mentor, advise, and co-counsel with program attorneys, but will not evaluate or supervise them in the traditional sense. Whether the scope of the general counsel positions would be geographic or determined by practice area was likewise undetermined at the time of the visit.

Overall, advocate caseloads appear to be of reasonable size, taking into account variations in the type of work performed. Attorneys providing routine services close as many as 150 cases per year, while attorneys involved in extensive litigation handle considerably fewer cases. Several attorneys litigate "mass actions" in which multiple clients – in one case as many as 93 – are named plaintiffs in a single action. While caseload variations may legitimately stem from practice area differences or other assigned responsibilities, some staff voiced a concern that not all advocates are "pulling their weight."

TRLA devotes substantial resources to supporting litigation. Advocates have access to program-wide, substantive information and litigation assistance, and to research tools, including Lexis. The program maintains a law library of secondary and specialty resources including professional journals as well as manuals and newsletters from national support organizations including National Consumer Law Center (NCLC), National Housing Law Project (NHLP), National Senior Citizens Law Center (NSCLC) and National Organization of Social Security Claimants Representatives (NOSSCR). Advocates participate in statewide and national listservs, state bar committees, and statewide poverty law task forces. They also use email to share knowledge and resources with colleagues around the program, and have access to pleadings on the CTS and the internal shared drive of the networked computer system. Examples of TRLA's strong support for advocacy include the purchase of software to help organize hundreds of pages of documents obtained through discovery in one case, and the coverage of travel expenses for multiple out-of-state trips by an attorney working on a civil rights claim. Some advocates remarked that there is at least a perception of imbalance in the provision of support for litigation. Some staff also observed that pleadings and other materials maintained in the CTS could be better indexed and organized.

Attorneys report relatively robust training and substantive skills development opportunities, including initial orientation, periodic internal trainings, participation in team case reviews, participation in statewide task forces and attendance at external conferences and trainings including the annual statewide Poverty Law Conference. Each attorney has an annual training expense allocation of \$1,000, which can be used in a single year or over the course of two years. Paralegals and secretaries involved in substantive work have far fewer educational opportunities than attorneys; they do not have an individual training allotment.

Supervisors regularly use the CTS to review legal work as well as to see that office protocols are being followed, *e.g.*, that the cases are within program priorities, that case activity is sufficiently documented, and that caseloads are appropriate. Formal evaluations occur

sporadically and their timing and substance depends on the supervisor. Most managers have not been evaluated in recent history.

TRLA does not use client satisfaction questionnaires. At the close of extended cases, clients receive letters advising them to notify the program if they are not satisfied with the services rendered. Staff members often conduct an exit interview with the client at the close of a significant case.

***Recommendations:***

***III.1.13.1. TRLA is urged to review the number of teams that an advocate can join and to consider whether that number should be limited and under what circumstances.<sup>10</sup>***

***III.1.13.2\* TRLA should provide legal work supervision that is consistent across all teams. Team managers should regularly examine the caseloads of advocates to ensure that a reasonable balance exists between advocates' legal expertise and the size of their caseloads, and should take steps to ensure that caseloads of senior staff reflect their experience, expertise, and other responsibilities.***

***III.1.13.3. TRLA is encouraged to develop systems that make all staff aware of the availability of litigation support, and should ensure that such support is provided consistently throughout the program.***

***III.1.13.4. TRLA is encouraged to develop systems to organize pleadings and other materials on the CTS in a manner that is most accessible and to explore the use of its wiki or other available systems to maximize the accessibility and usefulness of the wealth of information and litigation assistance tools developed by program staff.***

***III.1.13.5. Consideration should be given to developing annual or periodic training plans for all advocates, not just attorneys. The new general counsels should give thought to how they can best create and use training opportunities to advance the effectiveness of the program and pass along the program's culture of aggressive advocacy and excellence to a new generation of lawyers.***

***III.1.13.6. \* Team managers and other supervisors should receive management skills training.***

***III.1.13.7. \* As resources permit, training opportunities and training expense allocations should be extended to paralegals and other non-attorney staff.***

**Finding 14: TRLA obtains substantial benefits for individual clients while also achieving systemic solutions for other low-income people who may face similar legal problems.**

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<sup>10</sup> TRLA's response to the Draft Report discusses the positive aspects of the team structure and the voluntary nature of membership in those teams. The response states that if a team member appears overextended, managers can take appropriate measures including removing the person from a team. TRLA also notes its opposition to "a uniform, arbitrary limit" on the number of teams that an individual could join. *Response* at 11.

TRLA represents clients in a full range of cases, including consumer (e.g., automobile repossessions, deceptive sales practices, debt collection), family (e.g., protection for victims of domestic violence, custody, child abduction including international abduction), housing (subsidized and private landlord-tenant, *colonia* resident rights, manufactured housing, foreclosure, fair housing), disaster assistance (e.g., Federal Emergency Management Agency and Department of Housing and Urban Development benefits appeals), education (e.g., special education), elder law (e.g., guardianships, nursing home resident rights), public benefits (e.g., food stamps/SNAP, TANF, Medicaid, Social Security and Supplemental Security Income, Medicaid and Medicare, veterans benefits), environmental justice (e.g., representation of low income residents affected by land or water contamination), and low-wage worker employment (e.g., unemployment appeals). The farm worker team cases are discussed in Finding 34.

TRLA has a national reputation for high caliber legal work that frequently results in substantial benefits for individual clients as well as for the client community. For example, as a result of TRLA's advocacy: residents of federal housing programs have the right to designate a contact person or agency to receive copies of notices; the Federal Emergency Management Agency must clearly outline the criteria its inspectors use in determining whether to award disaster aid; public housing authorities are prohibited from requiring grandparents with possession of grandchildren to obtain a court order of custody before they can participate in the Section 8 Housing Choice Voucher Program; conditions for adolescents held in immigration detention centers have improved and the incidence of abuse of young detainees has decreased.

TRLA joined Legal Aid of NorthWest Texas, Lone Star Legal Aid, and other non-profit organizations to represent fifty individuals in an action filed in state court and using state law to challenge delays in processing applications for benefits under the federal Supplemental Nutrition Assistance Program (SNAP, previously known as food stamps). And the program is currently representing 43 individuals seeking reimbursement from the Texas Manufactured Homeowners' Recovery Trust Fund based on fraud by a Texas mobile home park that included not providing the mobile home that had been purchased and not providing clear title to the home.

***Recommendation:***

***III.I.14.1. TRLA is encouraged to continue to use the legal system to protect and enhance the legal rights of low-income persons. Group coordinators and team managers should continue to seek ways to encourage proactive, significant litigation, and to ensure that all members of the team are engaged in such work.***

**Finding 15: TRLA's productivity could be enhanced by improving efficiency in several aspects of its delivery system.**

TRLA case closures have remained relatively stable, with approximately 21,000 to 22,000 cases closed per year. There was some decrease in cases closed between 2010 and 2011, from 23,129 in 2010 to 21,786 in 2011. This decrease is likely attributable to the loss of advocate staff; TRLA lost six attorneys and two paralegals from 2010 to 2011. However, the program's overall closed case numbers are below national norms. In 2011, TRLA closed 194 cases per

10,000 poor persons, compared to the national median of 263. The number of extended cases closed per 10,000 poor persons was 37, compared to the national median of 61; and the number of contested cases closed per 10,000 poor persons was 15, compared to the national median of 31.

Case closing data can be influenced by factors such as funding, management and programmatic transitions, staff experience levels, demographics and geography of the service area, changes in priorities or level of services provided, work that is not captured by CSRs, allocation of resources, or complex litigation. For TRLA, one likely factor is the intake and case acceptance system discussed above, which does not include an advice and brief services component for those eligible individuals who do not require extended services. Another factor may be the "disposition review process" by which duty attorneys review intakes and attempt to place cases with colleagues. This system takes duty attorneys' time away from their own cases. Reallocating some resources so that advice and brief services could be provided earlier in the process would increase the number of persons served, free duty attorneys to focus on more complex intakes and ongoing cases, and allow advocates to focus more on extended cases.

We also recognize that a third factor likely influencing the number of cases closed by TRLA is the commendable number of complex cases, such as those as described above, which take time and resources and can benefit the greater community.

***Recommendation:***

***III.1.15.1.\* TRLA is urged to review its intake, case acceptance and case assignment protocols, and other systems, to identify inefficiencies that may be limiting the number of clients served.***

**Criterion 2. Private attorney involvement.**

**Finding 16: TRLA demonstrates an ongoing commitment to effectively integrating private attorneys into its work, and to providing them with support and recognition for their service.**

TRLA is fortunate to operate in a state in which leaders of the justice community -- the Texas Supreme Court, the State Bar of Texas, and the Texas Access to Justice Commission -- have demonstrated support for legal services and for pro bono. The Supreme Court requires attorneys licensed in Texas to report their pro bono hours, and has adopted an emeritus rule to encourage retired and inactive attorneys licensed in Texas and other states to volunteer. TRLA contributes to this atmosphere by collaborating with other providers in the state to develop systems and provide support for pro bono. Pro bono coordinators from TRLA and other programs in the state have begun meeting annually in Austin. The executive director is a member of the Texas Access to Justice Commission. Staff are encouraged to be active in state and local bar associations, and several hold or have held leadership positions. It is particularly noteworthy that the Pro Bono Group Coordinator serves as Chair of the Board of Directors of the State Bar of Texas. All of these activities encourage private bar awareness of the program's work and promote private bar involvement in that work.

TRLA's PAI plan describes the models used to involve private attorneys, and its activities reflect the plan and are consistent with program priorities. In addition to handling individual cases and co-counseling with staff, volunteers participate in clinics, conduct community legal education, assist in development of materials, and help with staff training. The program includes both pro bono and reduced fee arrangements. Reduced fee attorneys assist in more complex matters, including family violence (through the collaboration with shelters) and major litigation (where they may also co-counsel with program attorneys). PAI coordinators are experienced and enthusiastic.

The TRLA service area includes large cities with significant numbers of lawyers and large law firms, as well as very remote rural counties with only one practicing attorney. Several counties have fewer than five lawyers. As a result, the program must be creative and provide varied opportunities for involvement. It uses a variety of methods to recruit potential volunteers, including presentations at bar association meetings, articles in bar journals, and emails to bar members. Prospective volunteers can also apply on the TRLA website. In some counties, judges assist with recruitment. El Paso County is unusual in that attorneys are required by the court to handle two family law cases each year on a pro bono basis. Bilingual attorneys assist clients who have limited English proficiency.

In 2011, TRLA closed 2,527 PAI cases. CSR data show that the number of PAI cases closed per 10,000 poor persons (23 in 2011, 29 in 2010) is consistent with the national median (26 in 2011, 23 in 2010). The number of extended PAI cases closed per 10,000 poor persons (9 in 2011, 10 in 2010) is also consistent with the national median (9 in 2011, 9 in 2010). Of the total PAI cases closed in 2011, 37.5% (948) were extended service cases and 62.5% (1579) were limited services. The issues most often handled by pro bono attorneys were family (55%) and consumer (11.8%), although the miscellaneous category (which includes powers of attorney, simple wills, and assistance to non-profits through the innovative Texas C-Bar program, described below) comprised 23%. Approximately 51% of the cases closed by TRLA as PAI were counsel and advice, 11.4% were limited action, 26.7% were the result of court decisions in uncontested cases, and 2.9% of court decisions in contested cases.

TRLA's primary model for providing pro bono in the communities served by the San Antonio, Laredo, Rio Grande Valley, and Corpus Christi offices is through the Community Justice Program – group clinics conducted in collaboration with the bar and courts. At these clinics, participants who have been screened for program eligibility receive individual legal assistance from volunteer attorneys on such topics as uncontested divorces, wills, guardianships, name changes, veterans issues, and bankruptcy. Volunteer judges, court reporters and other court staff participate in the clinics to facilitate court filings and conduct hearings. An example of this model is the divorce clinic, a two-step process in which clients meet their attorney and have initial pleadings drafted and filed during the first session. They return for a second session for a brief court hearing before a volunteer judge to finalize the divorce. In Austin, a stand-alone volunteer lawyer program – Volunteer Legal Services – collaborates with TRLA to operate neighborhood clinics at which volunteer attorneys provide counsel and advice to eligible clients.

TRLA has successfully harnessed the experience of transactional attorneys through the Texas Community Building with Attorney Resources (C-BAR) program. With funding from the

Texas Bar Foundation and other sources, C-BAR provides free business law services to community-based nonprofits developing affordable housing and other much-needed services in low-income communities statewide. Participating volunteer lawyers mostly come from large firms based in Houston and Dallas, with branches in Austin and San Antonio.<sup>11</sup>

TRLA also refers individual cases directly to volunteer attorneys. It was not clear to the team how the more complex PAI cases are managed – how they are referred to attorneys who take them on a reduced fee basis, how those attorneys are selected, and how follow-up is provided.

The system for identifying cases, making referrals, and providing follow up appears to be effective. The CTS includes a set of criteria designed to screen applicants for eligibility and to refer those cases appropriate for clinics to the local office PAI coordinator, although it was not clear whether this system is used consistently in all offices or by all teams. Non-clinic cases are reviewed by the duty attorney and referred to the PAI coordinator. The document assembly feature of the CTS is used effectively to create pleadings and other documents for use by PAI attorneys. PAI staff report no significant problems with follow up and oversight of the referred cases – they receive the information they need from the attorney or obtain it from court records.

Staffing for the PAI program appears to be effective and appropriate, as does program leadership support for PAI. Larger offices have designated staff responsible for coordinating pro bono for the region. In small offices, the responsibility may rest with administrative staff under the supervision of the branch manager. In at least one office, the branch manager is actively involved in the clinics. Overall supervision and coordination is provided by the Pro Bono Group Coordinator, out of the Edinburg office. The Pro Bono Group Coordinator convenes quarterly meetings of PAI staff, and is in the process of developing PAI policies and procedures that encourage coordination, consistency, and efficiency.

TRLA provides volunteers with malpractice insurance coverage, training, mentoring, and recognition, and volunteers with whom the team spoke were enthusiastic about their participation. The program has received recognition for its pro bono work. The Community Justice Programs in San Antonio and Hidalgo County have received the State Bar of Texas Pro Bono Award, and in 2010 TRLA received the State Bar of Texas Pro Bono Coordinator award.

#### ***Recommendations:***

***III.2.16.1.\*TRLA should continue to expand volunteer opportunities for the private bar, particularly in rural areas.***

***III.2.16.2.\* TRLA should continue to develop policies and procedures for managing PAI that are efficient and effective for staff, for volunteers, and for clients.***

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<sup>11</sup> In its response to the Draft Report, TRLA states that it is currently working with the Texas Access to Justice Commission to establish an experimental assisted pro se program that will link rural clients in Jim Wells and Uvalde Counties with volunteer lawyers in large firms in urban areas. The project will use a Skype connection in one county and videoconferencing technology recently installed in the other county. *Response* at 13.



*III.2.116.3. TRLA should continue to develop relationships with large national firms and corporate counsel and to encourage those firms to handle major litigation on a pro bono basis, either as co-counsel or independently. Large firms and corporate counsel can also contribute resources other than attorney representation.*

**Criteria 3. and 4. Other program services to and on behalf of the eligible client population.**

**Finding 17: TRLA's strong relationships with other legal and social service providers in the service area have resulted in creative collaborations to serve the client community.**

TRLA staff engage with other legal and social service providers on an ongoing basis to ensure that the client community is being served. Activities include regular meetings with other organizations to discuss emerging issues and ways to address them, along with the development of systems for referral, cross-training, and co-counseling. These activities have been the foundation for a number of vibrant partnerships, including the domestic violence shelter collaborations and Texas C-Bar mentioned elsewhere in this report, environmental litigation on issues that affect low-income communities, outreach and assistance to residents of *colonias* along the Texas-Mexico border. Other examples include the Medical-Legal Partnerships with local hospitals and clinics, which were recognized by the White House in 2011, and the Texas Taxpayer Assistance Project (TTAP), which provides legal assistance to low-income taxpayers on federal tax matters such as innocent spouse relief requests, injured spouse claims, audits or examinations, EITC appeals, deficiency notices, liens and levies, and settlements of tax debt.

As discussed elsewhere in this report, TRLA staff co-counsels with staff from other LSC programs to address issues statewide.

***PERFORMANCE AREA FOUR. Effectiveness of governance, leadership and administration***

**Criterion 1. Board governance.**

**Finding 18: The TRLA board of directors is committed to the program and its mission, exercises its fiduciary and oversight responsibilities effectively and efficiently, and receives appropriate training and support.**

The TRLA board consists of between 21 and 25 members who each serve a two-year term. The composition of the board conforms to 45 C.F.R. § 1607. The by-laws provide for 15 attorney member appointments from state, county and local bar associations and for nine client eligible members appointed by organizations designated at the annual meeting. The board also includes an at-large position currently held by a non-attorney representative of a community organization. The board does not include a certified public accountant or other financial professional. This board is diverse and representative of the service area. It includes two former agricultural workers, one of whom has served for 20 years and the other for ten years. One attorney member was a founding member of the Border Labor Law Center of El Paso and is an expert in low-wage worker issues. It is reflective of the program's reputation that at least one bar association conducts competitive interviews when it makes appointments to the TRLA board.

Board officers include the president, vice-president, secretary, and treasurer. Officers are elected by the full board, with the exception of the secretary who is a staff member. The board also includes numerous standing committees: the executive committee which has the authority to act on behalf of the full board between meetings; the finance committee; the grievance committee; the priorities committee; the by-laws committee; the nominations committee; the building/facilities committee; and the personnel committee. ~~The full board meets quarterly, and~~ committees meet regularly as needed. Interaction between attorney and client eligible members is good. Board minutes reviewed by the team and interviews with board members indicate that meetings are well-attended and members are well-informed of the issues being discussed. The board makes effective use of a consent agenda. Client members share fully in deliberations and their insights and perspectives are considered in board decisions. Translators are available for those who are Spanish speakers. The meeting minutes are also translated into Spanish.

Information is made available to the board through a variety of ways, including board packets delivered in advance of full board meetings electronically and/or by regular mail; written minutes of each full board meeting; and oral reports from the executive director and other management staff. The executive director also shares information with the board of directors about significant litigation outcomes. Other staff have made presentations at recent meetings. Board members are expected to adhere to *Policy Guidelines for Appropriate Conduct of Board Members*, which were added to the by-laws in 2007.

New board members receive an orientation notebook that includes the TRLA Articles of Incorporation, staff roster, TRLA history, collective bargaining agreement, LSC Regulations, board adopted policies, audit report, and other information. Ongoing trainings provided by individual board members have included financial report review, ethics, conflicts, and fiduciary responsibilities. TRLA's chief financial officer and director of administration have conducted trainings on how to read and analyze the budget, and how to identify funding sources and grant criteria. Client board members are encouraged to attend state and national training events. They report to the full board on information acquired during these events.

The board approves and adopts the budget after it is reviewed by the executive and finance committees. All members of the executive committee also serve on the finance committee. The finance committee includes additional board members and meets separately from the executive committee. The finance and executive committees receive and review monthly financial reports prepared by the accounting staff, and the full board receives and reviews quarterly reports. The finance committee solicits auditors to be considered by the executive committee to conduct the annual audit; the full board makes the final selection.

***Recommendation:***

***IV.1.18.1. TRLA is encouraged to consider housing board related information and materials on its intranet or using another electronic document storage system such as a dashboard, in order to improve storage and enable secured access to records for board members.***

**Finding 19: The board maintains ongoing communication with the executive director and evaluates his performance on a regular schedule.**

The board chair speaks frequently with the executive director to discuss concerns or to seek input on matters under consideration. The executive director provides oral status reports to the full board at each quarterly meeting, and initiates conference calls as needed with the appropriate committees or officers. The executive director also periodically meets with client members before board meetings to encourage their participation by discussing in advance, issues that will be addressed during the upcoming meeting.

The board evaluates the performance of the executive director every three years, and did so most recently in 2010. Board members interviewed by the team expressed great confidence in the executive director's ability to lead the organization.

**Criterion 2. Leadership.**

**Finding 20: TRLA has a strong and highly respected executive director and an experienced executive management team.**

TRLA is led by the executive director and an executive management team that includes the deputy director, director of administration, chief financial officer, and director of human resources. Each of these program leaders has substantial experience in organizational administration and/or management, and each has been affiliated with TRLA for many years. Staff members and the board acknowledge the strength of their leadership and hold them in high regard.

The executive director is an effective leader who is well-known throughout the service area, the state of Texas, and nationally as a visionary, guided by his passion for providing access to and securing civil justice for individuals and the client community at large.

**Finding 21: TRLA has not adopted a leadership succession plan.**

TRLA does not have formal protocols for addressing a transition in executive leadership or for developing future leaders. The deputy director position was vacant for just over two years, but in December 2011 an experienced attorney was named to the position. The deputy director position description does not include assuming leadership of the program in the absence of the executive director, although the deputy director is perceived by the executive director and the board as competent to take on this responsibility, at least on an interim basis.

As discussed elsewhere in this report, TRLA staff are not always clear about the process for applying for leadership positions, or how appointments to those positions are made. As a result, there is a perception, whether real or not, that opportunities for advancement to leadership positions are somewhat limited.

**Recommendation:**

*IV.2.21.1.\* TRLA should develop a leadership succession plan that outlines a process for identification and selection of future leaders, provides for the coaching and mentoring of existing staff with potential to assume leadership positions, and allocates resources for management training for leadership prospects. The plan should also include protocols for the orderly transition of the position of executive director.*

**Criterion 3. Overall management and administration.**

**Finding 22: TRLA has successfully merged the policies and procedures of five separate and diverse programs into a unified system for operating a single regional law firm.**

In 2002, TRLA was faced with the significant challenge of merging five LSC grant recipients of differing sizes, professional cultures, and geographic areas and populations served, into a single regional law firm. This required unification of five diverse boards, administrative management and financial accounting systems, case management systems, intake systems, personnel policies and procedures. It also required reconciliation of different collective bargaining agreements. TRLA has succeeded at this undertaking, and now operates under a single *Employee Handbook* and *Managers' Manual* along with a variety of other program-wide policies and procedures related to the practice of law, funding regulations, and other requirements. These policies are enforced in coordination with the terms of the collective bargaining agreement.

**Finding 23: TRLA has adopted a management structure that includes a layer of middle managers and that separates administrative responsibilities from legal work management and oversight in a way that may not always be most effective.**

TRLA's management structure separates supervision of substantive legal work and supervision of administrative operations. Legal work management was discussed under Performance Area Three, Criterion 1. TRLA also employs mid-level managers who oversee discrete functions, including directors for resource development, information technology, intake, and litigation.

Administrative operations in each office other than the administrative (main) office in Weslaco are supervised by a branch manager. The branch manager, an attorney, is responsible for the smooth operation of the office, for working with the local community and bar associations, for facilities management, and for supervising support staff. Branch managers maintain a caseload and are members of one or more practice area teams. Some larger offices have a deputy branch manager. Branch managers supervise, evaluate and discipline staff under their supervision. They do not directly supervise the legal work of attorneys in their office. They may become involved in fundraising activities, and may help to identify grant prospects.<sup>12</sup>

<sup>12</sup> TRLA's response to the Draft Report explains that branch manager positions are not limited to attorneys, although attorneys may be better suited to serve as a spokesperson within the legal community. "Nevertheless, all employees in an office are considered as possible managers. Each situation is evaluated on an ad hoc basis, and management strives to identify the most effective leader for a local office." *Response* at 15.

This dual management structure has created some confusion over the degree of authority of branch managers to direct the activities of staff in their offices who are also accountable to team managers. There may be some redundancy in the roles and responsibilities of the team and branch manager positions. It is also unclear to whom branch managers are accountable.

***Recommendations:***

*IV.3.23.1. TRLA should consider a debriefing with group coordinators, branch managers, and team managers, to assess the effectiveness of the current management structure and should make adjustments to that structure, if appropriate.*

*IV.3.23.2. TRLA should consider whether assigning administrative tasks to branch managers who are attorneys is the most effective use of limited resources, and whether it would be more cost-effective to give administrative responsibilities to non-attorney personnel.*

**Finding 24: TRLA's plan for continuity of operations and disaster recovery is updated annually and is available on the intranet.**

The TRLA disaster plan provides that all client documents are to be stored in the CTS and staff will have continued access to the CTS in the event of an emergency, so that client services can continue even if offices are inaccessible. The plan also describes how services are to be provided to new clients who are themselves the victims of a disaster, and includes the use of pro bono attorneys. The plan addresses individual offices where appropriate.

The program has a separate plan for the backup of all data of the program, including documents on the network drive, email, and the accounting program. For example, should the San Antonio office be closed for an extended time, full technology resources for staff could be restored in a few days using the facilities of other offices.

**Technology**

**Finding 25: TRLA has adequate information technology staff and a solid technology infrastructure to support its work, although there are some areas where modernizations to the technology would be appropriate when resources permit.**

TRLA makes effective use of its full-featured custom case management system, known as the Case Tracking System (CTS). The CTS is integrated with the accounting system and the program's website, and staff members were well-informed about its use. Internal information is available on an intranet and on a networked drive. The five-person team responsible for technology includes a director of information technology (IT), a network systems manager, a web developer, a content coordinator, and a trainer. Staff are provided with clear instructions on how to use this support system. Information technology staff use a wiki for their own support and to support users. TRLA staff use email to report problems and request assistance from the IT team; the IT team does not use a "trouble ticket" system for tracking problems reported by users. The director of information technology is the only staff person who writes code for the CTS program.

Most staff use Citrix or remote desktop to access their workspace. Some staff store documents on local desktops that are not connected to the network. This is a concern because only network drives are backed up so those who use their local My Documents folder to store documents have no backup of the work should their local hard drives fail. TRLA has not yet moved to virtualization of servers or remote desktops.

In some offices, equipment is aging and bandwidth is inadequate, causing delays in work. One user's computer was so old that a floppy disk was needed to boot the machine. The IT team has begun the process of obtaining separate Internet connections for local users but the bandwidth is still inadequate. For example, the combined bandwidth for the Austin office is 13 mbps, less than that which is available to many home users. TRLA's servers are on twenty-two separate machines of widely different hardware configurations, some of which are quite old.

The CTS is a powerful tool and generates many standard documents and pleadings for staff. The IT team is responsible for generating and updating these documents, but there is no written protocol for managing documents and coordinating with practice area or other teams to ensure that they are up to date.

The CTS is also used to collect data that quantifies the value or benefit of the services provided to clients.

The program has no detailed technology plan, and its technology budget lacks detail and is not cross-referenced to the plan.

***Recommendations:***

***IV.3.25.1.\* Since the CTS is such an integral part of TRLA's work, TRLA should ensure that more than one person in the program is trained to support and modify it, or an outside consultant should be located if there is insufficient staff trained to perform that support. An outside consultant conversant in the Fox Pro programming language should be asked to verify that the code is well-commented.***

***IV.3.25.2.\* TRLA should create a written protocol for document storage so that users do not store important documents on local hard drives.***

***IV.3.25.3.\* TRLA should devise a system and written protocol for regular review of documents in the CTS to assure that all pleadings, template advice letters, intake scripts, and other documents are current with changes in the law, and whether new documents are needed. It is crucial that pleadings and other law-related documents generated by the CTS be up to date and legally sufficient.***

***IV.3.25.4. As resources are available, remote access to the CTS system should be enhanced and outdated work stations should be replaced. More bandwidth should be added in those offices where users routinely experience delays. The program should investigate the savings and improved disaster recovery provided by virtualization of its servers and of users' desktops. With***

virtualization, the number of physical machines needed might well be reduced by more than half.<sup>13</sup>

*IV.3.25.5.\* TRLA is urged to establish a technology committee that includes representatives from rural and urban offices as well as from different teams and staff levels, to develop a technology plan. The plan should include technology goals, action steps for specific tasks, and a budget for each project, and should identify the person responsible for each part of the plan. The technology plan budget should be included in the TRLA annual budget.*

*IV.3.25.6. TRLA should consider a "trouble ticket" system for tracking reports of problems and requests for assistance. Such a system would help responders to organize their work and create accountability; it would also generate reports and provide the IT team with a broad view of problems and trends that can help to focus the goals of a technology plan.*

#### **Criterion 4. Financial administration.**

**Finding 26: TRLA appears to have sufficient and capable staff dedicated to financial administration.**<sup>14</sup>

The accounting team is headed by the chief financial officer, who has more than 40 years of accounting experience, including 30 years with TRLA. She reports to the Director of Administration. The team also includes two accounting managers and five accountants. Accounting practices follow the *TRLA Accounting Policies and Procedures Manual*, which was updated in 2010 to conform to the *Revised LSC Accounting Guide*. The chief financial officer prepares monthly financial reports for the executive director, the finance committee, and the executive committee. The full board receives quarterly reports. TRLA does not have a separate audit committee; the audit is conducted under the direction of the finance committee.

TRLA adopts an annual budget that reflects the program's goals and objectives and is based on actual and projected funding and grant requirements. The accounting staff develops a proposed budget, which is reviewed by the finance committee before it goes to the full board. In 2011, TRLA had a fund balance of approximately \$2 million. However, it projects a revenue loss of \$2 million in 2012, so will need to draw upon its reserve accounts. Financial operations are reviewed by the accounting staff in conjunction with the annual audit.

The accounting team coordinates with the grants manager and resource development director to develop budget calculations in preparation for submission of grant proposals and applications.

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<sup>13</sup> TRLA's response to the Draft Report explains that outdated computers are replaced at a rate of five per month, and that the IT staff is exploring the advantages and disadvantages of virtualization. The program has begun to enhance bandwidth in offices that have experienced data delays. *Response* at 16.

<sup>14</sup> This visit was conducted by the Office of Program Performance for the purposes set forth in the Introduction. OPP findings and recommendations under this criterion are limited to staffing, organization, and general functions. Assessment of fiscal operations is conducted by other offices at LSC.



Like TRLA's case management system, the software used to manage the program's finances was developed in-house. The system is DOS-based with a Windows interface. The program has considered newer products but finds the existing program to be sufficient.

***Recommendations:***

***IV.4.26.1.\* The program should prepare a multi-year budget that includes projections going out at least two years.***

***IV.4.26.2.\* TRLA should ensure that the design, implementation and modification of its proprietary automated accounting system are sufficiently documented and supported to avoid loss of institutional knowledge in the absence of its developers.***

**Criterion 5. Human resources administration.**

**Finding 27: TRLA has effective human resources administration, and its policies and practices are designed to recruit and retain high quality staff, but the procedures used to fill management positions are not always clear.**

To handle human resources matters, TRLA employs a human resources director, an employee benefits director and an administrative assistant located in Weslaco, as well as a risk and materials manager located in El Paso. The human resources director is a member of the leadership team. She has decades of experience with the program and has attended numerous trainings to develop her skills, including those offered by MIE and the Texas Workforce Commission. She is also responsible for LSC compliance and reporting. The employee benefits director has an MBA degree and significant additional relevant training and experience.

TRLA offers staff a generous benefits package. Health and dental insurance and short and long-term life insurance are available at no cost to the employee. Dependent coverage premiums are tied to the employee's tenure with the program. TRLA contributes to employee 401(k) accounts at a rate of 1.5% of salary for the first four years of employment, increasing gradually to 5% for those who have ten or more years with the program. This is a direct contribution, not a match. Attorneys can participate in an LRAP, although they must first apply for TAJF, LSC, and law school assistance. The program pays bar dues. Salaries and benefits for unionized staff are subject to the collective bargaining agreement. Salaries have been frozen for three years, which has resulted in new attorneys coming into the program at the same salary level as those with two years of experience.

Although performance evaluations are expected under the personnel policies, they are not conducted consistently. Some staff report having received useful, productive evaluations, while others who have been with the program for several years have never been evaluated. The human resources director recently initiated a system in the timekeeping records for reminding supervisors when an evaluation is due.

One issue of concern within the purview of human resources is the method by which managers are appointed. There does not appear to be a protocol for announcing open positions and accepting applications. As a result, staff who have wanted to apply for a position have not

had the opportunity to do so. While these appointments may indeed have been made thoughtfully and in an effort to develop new leaders, the process negatively affects staff morale.

***Recommendations:***

***IV.5.27.1.\**** *All TRLA staff, including managers, should be evaluated on a regular basis. Evaluations of managers should include a formal system of feedback from staff supervised, directly or indirectly, by the manager. Evaluations of advocates should address issues related to staff productivity -- however TRLA chooses to define that term -- and the quality of written and oral advocacy. Training and professional development should be tied to the evaluation. The evaluation process also provides an opportunity to recognize staff achievements.*

***IV.5.27.2.\**** *TRLA should review its policies regarding employee transfers and promotions and the creation of new positions to ensure the greatest transparency of process and to provide an opportunity for interested employees wishing to pursue these opportunities to do so.*

**Criterion 6. Internal communication.**

**Finding 28:** TRLA's management and operations structure, designed in part to break down barriers resulting from the merger, have been generally successful, and most staff consider themselves to be part of a regional law firm.

Inter-office communication in an organization as large and spread out as TRLA can be challenging, particularly when that program is the result of the merger of five distinct programs. Efforts to overcome the obstacle of distance and staff loyalty to previous programs have been generally successful, and most staff consider themselves to be part of a regional law firm. The team approach to legal work management and the use of technology (CTS, email) have been integral to this effort. Advocates collaborate on cases even when they are in different offices, and they use the CTS to work on pleadings together. Many staff commented that they frequently contact colleagues in other offices about cases and other issues.

Notwithstanding the foregoing, additional challenges remain. The level of communication within teams and among teams varies with individual managers. There are no regular meetings for branch managers, or team managers, or group coordinators, and there has not been an all-staff meeting in several years. The human resources director recently started an email newsletter to announce staff changes and other happenings in the program, but there should be a more consistent effort to alert staff to such events before they happen when practicable.

***Recommendation:***

***IV.6.28.1.\**** *TRLA management is urged to maintain regular, two-way communication with branch offices in order to minimize any perception of isolation or of information barriers that may arise as the program responds to funding challenges. In addition, mechanisms should be developed to share information among teams, among branch managers, and among and within offices.*

**Criterion 7. General resource development and maintenance.**

**Finding 29: TRLA utilizes effective systems for resource development and has diversified funding sources.**

TRLA has a development director and a grant writer on staff, working under the supervision of the director of administration and in cooperation with the grants manager and assistant grants manager. The program has a written development plan whose short term goal is to maintain current services in the face of an expected loss of \$4 million in LSC and IOLTA funds in 2012 alone, and whose long term goal is to diversify revenue sources and increase capacity to meet the challenges of 2013 and beyond. In 2012, LSC funding makes up approximately 52% of TRLA's total revenue. The program received approximately \$2 million in federal, state, county and foundation grants, plus \$8.9 million from the Texas Access to Justice Foundation. Legal services programs in Texas have been fortunate to have the support of the Texas Supreme Court and the state legislature, resulting in significant state appropriations in recent years. In 2011, TRLA received \$11,000 in attorney's fees and approximately \$16,700 in *cy pres* awards. The board of directors does not have a resource development committee, but the board receives a development report at their quarterly meetings, and members assist the development team with making connections to potential donors. The development plan calls for increasing collaborations such as the medical-legal partnerships and strengthening ties to corporations and other potential donors.

TRLA's communications director uses traditional and social media to feature program news and accomplishments in part to promote contributions. The program offers a subscription newsfeed, and has a Facebook page that highlights events and successes. The TRLA website includes a "donate" option.

TRLA does not produce an annual report for public dissemination.

***Recommendations:***

***IV.7.29.1. \* TRLA should establish a board committee responsible for resource development, particularly in light of current funding challenges.***

***IV.7.29.2. TRLA is urged to consider producing an annual report for public dissemination when resources permit.***

**Criteria 8 and 9. Coherent and comprehensive delivery structure, and Participation in an integrated legal services delivery system.**

**Finding 30: TRLA maintains and encourages a coherent delivery structure that is a key component of the statewide legal services delivery system.**

TRLA is one of three LSC-funded legal services programs in Texas and is the primary provider of legal services to the poor in its service area. Staff collaborate with other LSC and with non-LSC legal services providers in Texas and with state and local bar associations, law

firms, law schools, and community organizations to support and enhance access to justice. TRLA staff are encouraged to be active in state and local bar associations, and several have served in key positions where they contribute valuable perspectives to deliberations on the provision of legal assistance to low-income persons. Staff serve as resources to other advocates at the local, state and national levels by providing training at conferences, participating in task forces and on committees, and by being available to individual advocates seeking assistance.

### **NATIVE AMERICAN PROGRAM**

**Finding 31: TRLA provides effective representation to the Kickapoo tribe, given the limited resources available.**

TRLA receives LSC's smallest Native American grant (\$34,619 in 2011), and expends these funds primarily in representation of the Kickapoo tribe located near Eagle Pass on the U.S. - Mexico border. This representation is conducted out of the Eagle Pass branch office. In 2011, TRLA represented 24 clients and closed 13 cases, all but one of which were in the extended service category. Most individual representation is resolved through court decision or settlement after litigation, and involves consumer and employment issues. The main use of resources was for the program's assistance in the development of the tribal code, which is modeled more after that of Wyoming's Shoshone than the code used by the tribe's relatives – the Oklahoma Kickapoo. TRLA is now assisting the tribe with development of a youth code.

### **MIGRANT FARM WORKER PROGRAM**<sup>15</sup>

TRLA operates migrant farm worker legal services programs in Texas (Migrant-TX for purposes of this report), and in six southern states under the umbrella of the Southern Migrant Legal Services (SMLS). In Texas, migrant farm worker advocates are located in branch offices throughout the program; SMLS advocates are based in Nashville, Tennessee. This model is effective because many migrant farm workers live in Texas and travel through the other states, either alone or with their families, as they follow the growing season. The primary crops harvested in Texas are sugar cane, okra, onions, carrots, cabbage, green vegetables, pecans, and tomatoes. In the states served by SMLS, the crops include cotton, berries, tomatoes, tobacco, aquaculture (catfish, crawfish, and alligator farming) and sugar cane.

***PERFORMANCE AREA ONE. Effectiveness in identifying the most pressing civil legal needs of low-income people in the service area and targeting resources to address those needs.***

**Finding 32: TRLA assessed the legal needs of migrant farm workers in 2010, and has set goals and objectives for migrant services and developed strategies to achieve them based on available resources.**

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<sup>15</sup> This section of the report includes findings and recommendations for migrant services where they differ from or supplement those provided for basic field services. Findings continue the consecutive numbering of the earlier sections of the report.

TRLA's 2010 legal needs assessment incorporated migrant farm worker issues. In Texas, the assessment was conducted through staff interviews with migrant farm workers seeking assistance at offices or during outreach during a two-week period in May, 2010. In the states served by SMLS, TRLA made an electronic survey available for use by other legal services programs, private attorneys, and organizations working with the farm worker population. In addition, a SMLS paralegal surveyed farm workers during summer outreach in five of the six states served by SMLS. Kentucky was excluded from the outreach component because the harvest of tobacco, the primary labor-intensive crop in the state, occurs in the fall. More than 600 responses were received.

Migrant-TX priorities are quite broad, although they do relate to clients' status as farm workers. The priorities were developed in consideration of the needs assessment and with input from staff. Case priority and acceptance guidelines include cases that: (1) relate to or arise out of a person's status as a farm worker; (2) relate to or arise out of a person's status as a member of a farm worker family; and (3) impact the farm worker community. The Texas farm worker team also accepts cases that fall within the TRLA program-wide priorities. In determining the level of services to provide in a case, the team considers staffing levels and other logistical concerns, case merits, potential investment of resources to prevail on the merits, and impact on the client community.

SMLS priorities are more specific than those of Migrant-TX. They include (1) employment (especially misrepresentations in recruitment and wages), (2) migrant housing, (3) workplace safety (including workers' compensation and OSHA), (4) civil rights, and (5) the right to act collectively to improve working conditions. SMLS accepts meritorious cases that involve substantial violations of clients' rights and that relate directly to the vulnerabilities inherent in the clients' status as migrant farm workers. There is a special focus on H-2A workers and victims of human trafficking, and U-visa qualifying criminal activity. SMLS selects cases that will maximize the chances of improving the working conditions of farm workers by changing the conduct of growers, contractors, and housing providers. The program gives strong preference to multiple-client cases addressing abuses endemic to a geographic region or agricultural sector.

Migrant-TX staff do not engage in yearly work planning. Team members confer, share information, and co-counsel on cases. However, in part because they are in different offices separated by hundreds of miles, they do not meet regularly as a team except at national conferences. As a result, they do not have the level of cohesiveness that existed when all or most of the advocates within an office were farm worker advocates. SMLS staff are more cohesive, in large part due to the fact that all the advocates are located in one office. They plan their activities for the coming year in late winter or early spring. The planning process includes consideration of outreach conducted during prior years and current and emerging legal problems, including "repeat offenders" and problem employers. It also includes decisions about geographical and substantive areas of focus. Advocates review outreach trip reports prepared by the paralegal for the previous year, consult with community partners in the various states, review H-2A clearance orders that have been submitted by agricultural employers, and take into account where the state Departments of Labor have been focusing (or not focusing) their efforts.

The Farm Worker Division Director, who is located in the Weslaco office and supervises both Migrant-TX and SMLS, recognizes the importance of work planning and prioritization of casework. Her hope is for the division to continue its systemic advocacy, while maintaining the ability to respond to the farm worker community as a neighborhood legal services office.

***Recommendation:***

***I.32.1. \* The TRLA Farm Worker Division should meet as a group to engage in work planning for the upcoming year. In-person work planning would help to develop a more cohesive team, promote sharing of information among team members, and encourage strategizing on how best to target TRLA's migrant resources in Texas.***

***PERFORMANCE AREA TWO. Effectiveness in engaging and serving the low-income population throughout the service area***

**Criteria 1 and 2. Dignity and sensitivity and Engagement with the farm worker population.**

**Finding 33: TRLA Farm Worker Division staff are culturally competent, are engaged with the client community, and take steps to ensure that program services are accessible.**

TRLA's Farm Worker Division staff members are highly engaged with the client community throughout the vast service area. Outreach workers collaborate extensively with other service providers, such as La Union del Pueblo Entero (LUPE) and the Hidalgo Workers' Center, to reach clients. Farm workers throughout the service area are aware of the program's available services. Most advocates are bilingual in English and in Spanish, the predominant language of the client population. The Farm Worker Division Director is trained in the proper methods of working with interpreters.

The SMLS office is located in Nashville, but the program provides access to its services through its outreach sites in the six states served by the office. When they represent clients in state courts in states in which they are not licensed, program staff obtain admission to appear *pro hoc vice*, or they co-counsel with private attorneys licensed in that state. In Texas, team members work out of several offices, including Brownsville, El Paso, Eagle Pass, Laredo, San Antonio, and Weslaco. Also in Texas, some advocates in other offices may also work on farm worker cases.

At SMLS, intake is conducted by the outreach paralegal, who is accompanied by summer interns and on occasion by program attorneys. Intake is also conducted by phone via the office's toll-free number. The Nashville office has an established national (and international) reputation and receives regular phone calls from farm workers who have learned of the program from other farm workers. The office also receives referrals from community organizations that work with the farm worker population in the six states served by SMLS. On rare occasions, SMLS receives intakes through the TAJ telephone line. In Texas, paralegals conduct outreach at locations frequented by farm workers, including bus stations in Brownsville and McAllen, and near key international bridges along the Texas-Mexico border. Clients also access the program in person

and by calling branch offices. TRLA also receives referrals from the state Department of Labor's monitor advocate, with whom it has a good relationship.

***PERFORMANCE AREA THREE. Effectiveness of legal representation and other program activities intended to benefit the low income population in its service area.***

**Criterion 1. Legal representation.**

**Finding 34: TRLA has the capacity to perform high quality, effective legal work on behalf of migrant farm workers.**

The Farm Worker Division is comprised of many highly skilled advocates, including some with more than 30 years of experience in this area of law. The Texas team also has experienced members who are available to mentor newer attorneys but whose primary focus appears to be in areas other than migrant legal work. The program also has many highly experienced paralegals, including one who has been with the program for 36 years and another who has been there for almost 25 years. The prior Farm Worker Division Director, now the TRLA deputy director, has more than 25 years of farm worker law experience; the new director has nine years of experience as a legal services attorney, including as the supervising attorney in another LSC-funded program where she conducted and oversaw multi-state litigation.

Writing samples reviewed by the team and interviews with Farm Worker Division advocates reflect generally high quality legal work. Most of the cases are "bread and butter" cases, tackling problems that have been endemic for migrant farm workers for years, such as Fair Labor Standards Act and Agricultural Workers Protection Act violations, and contract and other violations under the H-2A regulations. Many cases involve multiple plaintiffs, which increases their complexity and their labor-intensiveness. TRLA advocates have also taken on more difficult and cutting-edge issues such as human trafficking, retaliation, and sexual harassment of farm workers. Some cases are co-counseled with other migrant program attorneys, and some with the private bar.

CSR data indicate that in 2011 TRLA closed 201 migrant cases, including four in Alabama, 15 in Arkansas, 13 in Mississippi, 18 in Kentucky, 13 in Louisiana, five in Tennessee, and 133 in Texas. In Texas, all but four involved employment issues; all SMLS cases were employment related. Almost 90% of the Migrant-TX cases were closed with extended services; the percentage of extended cases closed by SMLS ranged from 15% (Tennessee) to 86.7% (Arkansas). From 2008-2011, the aggregate number of cases closed by SMLS fluctuated: 134 (2008), 79 (2009), 143 (2010) and 68 (2011). In Texas, the number of cases closed also fluctuated: 313(2008), 120(2009), 191(2010), and 133(2011). The decline in Texas farm worker cases could be due to a severe drought in 2009-2010 that reduced the Texas migrant population during those years, or cases that were handled on behalf of migrant farm workers but coded as immigration or tax issues. The decline might also be due to the fact that some highly experienced farm worker team attorneys have not been handling many farm worker cases.

The outcomes of significant litigation reflect the program's strategic approach as well as a high level of advocacy. The focus is on litigation against specific growers in certain crops,



where success would result in systemic change. For example, the program has litigated a number of "corn detassling" cases against seed companies such as Monsanto and Pioneer that have resulted in changes to compensation schemes and working conditions.

Farm Worker Division attorneys and some paralegals attend the National Farmworker Law Conference, held every other year in conjunction with the NLADA Annual Conference, and the Nashville attorneys have access to additional trainings in the southeast region.

Farm Worker Division advocates in Nashville use cell phones to communicate with clients, portable scanners to record documents, GPS mapping to document where farm workers are located, and video cameras to document working conditions and preserve testimony. One paralegal reports that some farm workers communicate with him via Facebook.

***Recommendation:***

***III.1.35.1.\* TRLA should encourage experienced Farm Worker Division attorneys to mentor newer advocates to ensure the continuation of institutional knowledge and culture of advocacy, and to engage in more direct representation of clients themselves.***

**Finding 36: Supervision and management of legal work within the Farm Worker Division is generally sufficient, although it is more structured in SMLS than in Migrant-TX.**

SMLS staff meets weekly to discuss new and ongoing cases. Attorneys keep open case lists on the shared drive, and update those lists to include deadlines and next step(s). Attorneys co-counsel significant cases with another staff attorney or with the branch manager. The outreach paralegal prepares trip reports after each outreach visit, and meets with the branch manager approximately twice a month to discuss his work. The branch manager has not conducted performance evaluations yet as she had only been in the position for seven months at the time of the visit.

Supervision of the Texas-based staff of the Farm Worker Division has been less formal. While the CTS has is used to review individual advocates' casework, regular comprehensive case reviews have not been routinely conducted. The Texas-based team members have not received performance evaluations in recent years. At the time of the visit, the new Farm Worker Division Director had begun to visit offices where team members are located, and to identify which advocates were working on which types of cases and their areas of expertise and experience. She was considering the development of outreach plans to acquire a better sense of the major systemic issues for farm workers in Texas, and planned to begin co-counseling on select cases with other advocates.

***Recommendation:***

***III.1.36.1.\* TRLA should adopt more formal management systems and practices for the Texas-based members of the Farm Worker Division.***

**PERFORMANCE AREA FOUR. Effectiveness of governance, leadership and administration.**

**Finding 37: TRLA leverages LSC's resources in the six states served by the SMLS by providing significant administrative support to the operations of the Nashville office.**

In addition to the substantive legal support provided by the Texas-based Farm Worker Division staff to SMLS staff, TRLA enhances the limited federal resources directed to the SMLS service area by sharing program governance, leadership, and administrative resources. Migrant funding for each of the six states served by SMLS is relatively low. In 2012, funding is: Alabama (\$30,991), Arkansas (\$74,450), Kentucky (\$48,087), Louisiana (\$25,938), Mississippi (\$53,757), Tennessee (\$40,087), and Texas (\$1,308,370). TRLA also devotes significant program funds to support the administrative operations of the Nashville office. In fiscal year 2011, TRLA absorbed all but \$21,043 of the SMLS administrative expenses. Those funds were used to help cover the costs on the Nashville office space. In fiscal year 2012, TRLA will cover all non-personnel costs. This support reflects TRLA's regional approach to migrant farm worker advocacy.<sup>16</sup>

**Finding 38: The SMLS Nashville office effectively leverages its resources through the use of law student interns and other volunteers.**

The office usually has one extern from Vanderbilt University Law School for approximately eight hours per week during the school year. During the summer months, it makes use of four full-time volunteers – three law students and one intern from Student Action with Farmworkers (based in North Carolina). The SMLS office branch manager reports that internships are in high demand. The office was recently approved as a Jesuit Volunteer Corps placement site, and will thus have the services of another volunteer for one year. The Texas-based team has made less use of students in recent years.

**Finding 39: TRLA is an active participant in regional and national efforts to provide migrant farm workers with access to legal services.**

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<sup>16</sup> In its June 12, 2012, *Report on Selected Internal Controls at TRLA ("OIG Report")*, the LSC Office of Inspector General finds that "the cost allocation system for the migrant grants was not based on the expenditures made providing services to clients in each service area." In Recommendation 3, the OIG recommends that TRLA "ensure that a cost allocation is developed that accurately accounts for the expenditure of LSC funds for each migrant grant and that the LSC funds provided are expended for services applicable to the respective service area." *OIG Report* at 6. In comments to the draft OIG report, TRLA explains that it is able to provide effective services to the six southern states served by SMLS by pooling the relatively small grant funds and supplementing SMLS staff with fellowships and some financial support from the Texas migrant grant. TRLA further states that it will seek approval from LSC to operate the SMLS in a unified manner. *Response of Texas RioGrande Legal Aid to the Draft Report on Selected Internal Controls of the Legal Services Corporation Office of Inspector General*, February 2012 (no page number). The OIG has referred Recommendation 3 to LSC management and further notes in its report, "Regardless of whether LSC management approves pooling of the funds in question, the grantee needs to implement an acceptable allocation methodology to account for and allocate those funds by grant." *OIG Report* at 7. <http://www.oig.lsc.gov/reports/1203/744100TRLA.pdf>.

TRLA has long had a national reputation for high quality representation of migrant farm workers. TRLA advocates work collaboratively -- including co-counseling -- with each other, with other legal services programs, and with private attorneys. They participate as speakers at the National Farmworker Law Conference and at statewide legal services conferences such as those in Arkansas, Kentucky, and Tennessee, and at the Texas Poverty Law Conference. An SMLS advocate was a speaker at the Tennessee Immigrant and Refugee Rights Coalition's annual conference, and SMLS advocates work closely with the Knoxville Tennessee office of Jobs with Justice.



**City of Austin Health and Human Services Department**

**Community Services Division  
Community Based Resources Unit  
P.O. Box 1088  
Austin, Texas 78767**

**RECEIVED**  
**DEC - 6 - 2012**

November 30, 2012

David Hall, Executive Director  
Texas RioGrande Legal Aid  
300 S. Texas Blvd.  
Weslaco, Texas 78596

Re: Administrative and Fiscal Review Site Visit (10/23/2012) – Report

Dear Mr. Hall:

An Administrative and Fiscal Review (AFR) Site Visit for Texas RioGrande Legal Aid (TRLA), was conducted on October 23, 2012 at the Texas RioGrande Legal Aid Austin office at 4920 N. I-35. Vella Karman, *Grants Coordinator*, and Tasha Ponzcek, *Grants Coordinator*, for the Community Based Resources Unit of the City of Austin Health and Human Services Department (HHSD), conducted the review. D'Ann Johnson, *Austin Branch Manager*, Lourdes Flores, *Paralegal*, Virginia Holland, *Paralegal*, represented TRLA during the site visit.

Prior to the site visit, TRLA submitted the following documentation for HHSD review:

- Minutes, attendance and financial reports from recent Board meetings (June 2011 – June 2012)
- Fiscal Year 2011 Budget and Actuals
- Fiscal Year 2012 Budget
- Form 990 ending 9/30/2011
- Monthly Financial Statement, April 2012
- Agency Budget to Actual Report (October 1, 2011 – August 31, 2012)
- Organization Chart
- Independent Auditor's Report (year ended September 30, 2011)

Upon request, TRLA also provided to HHSD the Texas RioGrande Legal Aid Employee Handbook, By-Laws and Articles of Amendment of Texas RioGrande Legal Aid, and the Accounting Policies and Procedures Manual for Texas RioGrande Legal Aid.

**I. AGENCY OVERVIEW**

1. Texas RioGrande Legal Aid (TRLA) is a nonprofit organization that provides free civil legal services to low-income residents of 68 counties covering the southwestern third of the state of Texas. Clients include hardworking minimum wage earners with dependents, battered women, disabled children, abused seniors, homeless people, and victims of crime. Clients must earn at or below 125 percent of the federal poverty guidelines. Travis County has a sizeable percentage of citizens who qualify under TRLA's financial eligibility guidelines.

2. TRLA provides a full range of legal services including: legal advice and counsel; negotiations with employers, landlords and vendors; litigation from Justice of the Peace Courts to the U.S. Supreme Court; transactional work for microenterprise entrepreneurs; and tax dispute resolutions with Internal Revenue Service (IRS).
3. The TRLA Austin office has approximately 60 employees and takes direct calls and walk-in clients. Austin Intake Night Clinics offer free legal advice to low-income residents twice a week.
4. During the site visit, two paralegals – Virginia Holland and Lourdes Flores – described some of the challenges and successes of the work done at TRLA on behalf of residents in the Austin community. All staff members involved in the site visit displayed great knowledge, skill, and passion for working with Austin area clients.

## **II. BOARD OF DIRECTORS**

### **A. Structure**

1. The Board of Directors meets quarterly, usually at the TRLA San Antonio office. The Board currently has twenty-five (25) members, serving 2 year terms. Board members are representative of the constituencies served by the agency. This is consistent with Article III of the Texas RioGrande Legal Aid, Inc. By-Laws.
2. Board meeting minutes and financial reports provided to HHSD (for June 11, 2011, September 24, 2011, December 10, 2011, March 24, 2012, and June 30, 2012) indicate a quorum (a simple majority of incumbent members) was present. Board meeting minutes also indicate that the Board provides significant oversight of the agency's activities.
3. According to the Agency Administration form in the AFR documents, TRLA's Board includes nine (9) representatives from client communities served, as well as one (1) representative from a domestic violence shelter.

### **B. Fundraising and Financial Oversight**

Board minutes reviewed by HHSD show Board members are actively involved in fundraising and financial oversight activities for the agency. Minutes clearly indicate financial reports are presented at each board meeting, as well as cash flow statements and other budget and financial reports as appropriate.

### **C. Program Performance**

Meeting minutes reviewed indicate the Board is regularly apprised of program developments and program performance.

## **III. ADMINISTRATION**

1. TRLA's Employee Handbook is a comprehensive document covering orientation and training, employee benefits, employee policies, employment policies, regulatory policies, and volunteers. It also gives the background and history of TRLA, as well as the organization and structure.
2. TRLA's Accounting Policies and Procedures Manual contains detailed accounts of reporting requirements, accounting and financial management, grant compliance, fiscal policy statements, and computer system backup procedures.
3. Due to funding cuts, TRLA may face decisions about reducing the size of its staff in the Austin location.
4. TRLA collaborates with many agencies serving the Austin area, including a formal partnership with SafePlace. A TRLA staff member works on-site with SafePlace clients and another paralegal is dedicated to serving clients facing homelessness.
5. The Texas RioGrande Legal Aid Organizational Chart illustrates three staff tracks under the supervision of the Executive Director and Deputy Director: administration, civil division, and defender division.

6. Over 2,700 annual volunteers include translators, pro bono attorneys, law students, and college interns. Many volunteers assist with client intake at TRLA's legal clinics and assist attorneys with research and casework.
7. Funding from the City of Austin has allowed TRLA to help Austinites access public benefits such as Social Security, Medicaid, Food Stamps, and Disability Benefits. Family law, employment law, and consumer law services have also been provided to individuals and families in the Austin community.

#### **IV. FINANCIAL**

1. The independent audit and single audits performed by Gomez, Fragoso, & Associates, P.C., contained no findings or deficiencies in internal control. These audits covered the year ending September 30, 2011. The audit report was presented to both the Finance Committee (12/6/2011) and the entire Board of Directors (12/10/2011). The Board minutes for December 10, 2011 reflect Board acceptance of audit.
2. Financial reports, as well as recent audits, indicate that Texas RioGrande Legal Aid observes sound principles of budgeting and financial management and operates in a fiscally responsible manner.

#### **V. CONTRACT COMPLIANCE AND GENERAL OBSERVATIONS**

1. Contractually required regular reports, such as quarterly performance reports and monthly expenditure reports and payment requests, have been submitted on time. TRLA staff acknowledge and respond to requests for other information/documents in a timely manner.
2. TRLA made a smooth transition to HHSD's new performance measures beginning April 1, 2012.

#### **VI. REQUIRED ACTIONS**

No actions are required at this time.

If you have any questions or comments regarding this report, please feel free to contact me at 512.972.5064. I greatly appreciate your time and participation in this process.

Sincerely,



Vella Karman  
Grants Coordinator/Contract Manager

Cc: D'Ann Johnson, Austin Branch Manager  
Richard Lara, Board Chair





STATE OF TEXAS  
OFFICE OF THE GOVERNOR  
COMPLIANCE AND OVERSIGHT DIVISION

RICK PERRY  
GOVERNOR

March 18, 2013

Mr. David Hall, Executive Director  
Texas RioGrande Legal Aid, Inc.  
300 South Texas Blvd  
Weslaco, Texas 78596

Re: Grant Monitoring Reimbursement Review

Dear Mr. Hall:

The Office of the Governor, Compliance and Oversight Division has completed our review of the following Criminal Justice Division grant:

Grant Title: Protective Order Project  
Grant Number: VA-11-V30-15747-13  
Payment amount: \$14,336.00

For the period of May 1, 2012 through May 31, 2012, the documentation provided by the grantee resulted in the following two findings.

**Finding 1. Two persons paid from one authorized position.** The pay distribution records provided by the grantee shows that two persons were paid concurrently from the same "Staff Attorney 1" position. Criminal Justice Division rules require that each authorized position be listed separately in the operating budget and include a brief description of the duties specific to the project being performed.

For the month of May, one "Staff Attorney 1" received \$911.33, and the other received \$369.00. We are questioning the lower amount of \$369.00 paid to one of the two employees serving in the "Staff Attorney 1" position.

**Recommendation**

**The Grantee should:**

- Contact the grant manager to add another "Staff Attorney" position to the grant budget;
- Or,

- Within 30 calendar days, the grantee should submit a check for the disallowed \$369.00 to the Office of the Governor, Financial Services Division, P. O. Box 12878, Austin, Texas 78711. Please include "Refund - WF-11-V30-15747-13" in the memo section of the check; And,
- Revise the final FSR to reflect either action taken above.

**Finding 2. Amount paid by CJD does not match grant hours worked.** The pay distribution records provided by the grantee shows the amount paid by CJD differed from the actual amount of wages allocated to the grant for each attorney. These variances are shown in the table below. The amount paid by CJD was in some cases greater than the amount of wages allocated to the grant for hours worked by the employee and in other cases, the opposite was true. Criminal Justice Division rules require that grant payments be reimbursement only for actual hours worked.

Position	Amount of grant funds paid to each employee by grantee	Amount paid by CJD to grantee	Difference
Staff Attorney 1 (a) and (b)	\$1280.00	\$2,182.00	\$901.67
Staff Attorney 2	1,687.76	1,674.00	(13.76)
Staff Attorney 3	3,519.07	2,328.00	(1,191.07)
Staff Attorney 4	774.73	1,478.00	703.27
Staff Attorney 5	2,639.30	2,548.00	(93.30)
Staff Attorney 6	2,167.61	1,657.00	(510.61)
Staff Attorney 7	798.74	646.00	(152.74)
Staff Attorney 8	593.46	605.00	11.54
Staff Attorney 9	875.00	1,220.00	345.00
Total	\$14,336.00	\$14,336.00	\$0.00

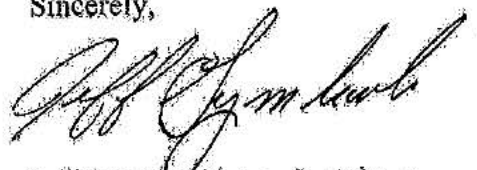
**Recommendation:**

**The Grantee should:**

- Develop and submit a procedure that would ensure that grant payment requests match the actual hours worked by each employee.

Should you have any questions or concerns about this review, please contact Bobby Wilkinson, Staff Auditor, at (512) 936-2026 or myself at (512) 463-1856.

Sincerely,



Jeff Grymko, Interim Director  
Compliance and Oversight Division  
Office of the Governor

cc: Ms. Mary Ortegon, Chief Financial Officer, Texas RioGrande Legal Aid, Inc.



Mr. Kevin Dietz, Attorney, Texas RioGrande Legal Aid, Inc.  
Ms. Angie Martin, Quality Assurance Manager, Criminal Justice Division, Office of the Governor  
Mr. Jason Buckner, Program Manager, Criminal Justice Division, Office of the Governor



STATE OF TEXAS  
OFFICE OF THE GOVERNOR  
COMPLIANCE AND OVERSIGHT DIVISION

RICK PERRY  
GOVERNOR

May 7, 2013

David Hall, Executive Director  
Texas RioGrande Legal Aid, Inc.  
300 South Texas Boulevard  
Weslaco, Texas 78596

Re: Protective Order Project, Grant Number VA-11-V30-15747-13

Dear Mr. Hall,

We are closing out the reimbursement review of the grant noted above. The corrective actions submitted by Diana Rodriguez adequately address the findings.

The findings were as follows:

- Two persons paid from one authorized position – **Resolved**
- Amount paid by CJD does not match grant hours worked – **Resolved**

I appreciate your time and cooperation. Please feel free to contact me at (512) 463-2000 if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Andreana Ledesma".

Andreana Ledesma  
Director  
Compliance and Oversight Division

cc: Ms. Mary Ortegon, Chief Financial Officer, Texas RioGrande Legal Aid, Inc.  
Mr. Kevin Dietz, Attorney, Texas RioGrande Legal Aid, Inc.

Post Office Box 12428, Austin, Texas 78711 (512) 463-2000 (Voice)/(512) 936-0255 (Fax)

Mr. Christopher Burnett, Executive Director, Office of the Governor, Criminal Justice Division

Ms. Aimee Snoddy, Deputy Director, Office of the Governor, Criminal Justice Division

Ms. Angie Martin, Quality Assurance Manager, Office of the Governor, Criminal Justice Division

Mr. Jason Buckner, Program Manager, Office of the Governor, Criminal Justice Division



## Travis County Health and Human Services & Veterans Service

P.O. Box 1748, Austin, Texas 78767  
(512) 854-4100 Fax (512) 854-4115

August 26, 2013

Via email: [Rick.lara@usdoj.gov](mailto:Rick.lara@usdoj.gov)

Richard Lara, Board Chair  
Texas RioGrande Legal Aid, Inc.  
300 S. Texas Blvd.  
Weslaco, Texas 78596

**RE: 2013 Travis County Monitoring Visit  
Contract # PS090126RE**

Dear Mr. Lara:

We conducted a monitoring visit of the contract referenced above on June 11, 2013. The visit included administrative, financial and program performance reviews of the Legal Assistance Program.

We are pleased to inform you that no issues or concerns were identified during these reviews.

We commend you for the work provided to the community by Texas RioGrande Legal Aid and please extend our thanks to your staff for facilitating our monitoring visit.

Sincerely,

A handwritten signature in cursive script, reading "LaDonna Brazell".

LaDonna Brazell  
Contract Compliance Specialist  
HHS Finance Division  
512/854-7875  
[ladonna.brazell@travis.co.tx.us](mailto:ladonna.brazell@travis.co.tx.us)

A handwritten signature in cursive script, reading "San Juana Gonzales".

San Juana Gonzales  
Contract Compliance Specialist  
HHS Finance Division  
512/854-4122  
[SanJuana.Gonzales@travis.co.tx.us](mailto:SanJuana.Gonzales@travis.co.tx.us)

Cc: David Hall, Executive Director, TRLA  
D'Ann Johnson, Program Director, TRLA  
Sherri Fleming, HHS/VS County Executive, Travis County  
Kathleen Hass, HHS/VS Finance Manager  
Joy Stollings, HHS/VS Program Lead

**From:** Kimberly Hild <[kimberly.hild@gov.texas.gov](mailto:kimberly.hild@gov.texas.gov)>  
**Date:** October 23, 2013, 11:09:03 AM CDT  
**To:** "drodriguez@trla.org" <[drodriguez@trla.org](mailto:drodriguez@trla.org)>  
**Cc:** "dhall@trla.org" <[dhall@trla.org](mailto:dhall@trla.org)>, "mortegon@trla.org" <[mortegon@trla.org](mailto:mortegon@trla.org)>  
**Subject:** Close-out Monitoring Review - Grant WF-2310003

To: Ms. Diana Rodriguez

Cc: Mr. David Hall; Ms. Mary Ortegon; Mr. Reilly Webb

RE: Programmatic Desk Review of Grant Number WF-2310003, VAWA Training Project

Dear Ms. Rodriguez:

Please note we are closing the programmatic desk review on the VAWA Training Project grant noted above. The documentation submitted by your agency was complete and provided the information requested in my October 21, 2013 email.

I appreciate your cooperation and assistance during my review. If you have any questions concerning the review or need technical assistance, you may contact me at 512-463-4482 or by email at [kimberly.hild@gov.texas.gov](mailto:kimberly.hild@gov.texas.gov).

Sincerely,

Kimberly Hild

Program Specialist





**City of Austin Health and Human Services Department**

**Community Services Division  
Community Based Resources Unit  
P.O. Box 1088  
Austin, Texas 78767**

October 29, 2013

**RECEIVED**  
**NOV - 5 2013**

David Hall, Executive Director  
Texas RioGrande Legal Aid  
300 S. Texas Blvd.  
Weslaco, Texas 78596

**Re: Report for Site Visit on 9/30/2013**

Dear Mr. Hall:

A Program Performance Review Site Visit for Texas RioGrande Legal Aid (TRLA), was conducted on September 30, 2013 at the Texas RioGrande Legal Aid Austin office at 4920 N. I-35. A visit to the neighborhood legal clinic was also included in this Site Visit. Vella Karman, *Grants Coordinator*, and Edna Staniszewski, *Contract Compliance Specialist*, for the Community Based Resources unit of the City of Austin Health and Human Services Department (HHSD), conducted the review. D'Ann Johnson, *Austin Branch Manager*, and Diana Rodriguez, *Grants Manager*, represented TRLA during the site visit.

Prior to the site visit, the HHSD contract manager conducted an Annual Desk Review consisting of:

- Financial Review
- Performance Review
- Technical Assistance Review
- Administrative Review

As of the Annual Desk Review dated July 3, 2013, Texas RioGrande Legal Aid was in compliance with all contract requirements. TRLA consistently submits monthly expenditure reports/payment requests and back-up documentation well in advance of deadlines and rarely has errors in any of the reports required for this contract. Any issues requiring follow-up are addressed quickly and accurately by the staff.

**I. AGENCY OVERVIEW**

1. Texas RioGrande Legal Aid is a nonprofit organization that provides free civil legal services to low-income residents of 68 counties covering the southwestern third of the state of Texas. Clients include hardworking minimum wage earners with dependents, battered women, disabled children, abused seniors, homeless people, and victims of crime. The majority of funding for TRLA stipulates clients must earn at or below 125 percent of the federal poverty guidelines. Travis County has a sizeable percentage of citizens who qualify under TRLA's financial eligibility guidelines.
2. TRLA provides a full range of legal services including: legal advice and counsel; negotiations with employers, landlords and vendors; litigation from Justice of the Peace Courts to the U.S. Supreme Court;

transactional work for microenterprise entrepreneurs; and tax dispute resolutions with Internal Revenue Service (IRS). The TRLA Austin office takes direct calls and walk-in clients. Additionally, the Austin Intake Night Clinics offer free legal advice to low-income residents twice a week.

3. TRLA faced a significant loss of funding during this past year and was forced to lay-off several employees across the state, many from the Austin office. This reduction in staff has affected many layers of the organization and resulted in a decreased capacity to meet contracted output goals.
4. The Monday evening legal clinic at Martin Junior High (on September 30, 2013) was well staffed by friendly, professional legal staff offering services to a large number of low-income community members. These twice-weekly free legal clinics have been offered for decades. TRLA staff have also been creating an extensive offering of one-page fact sheets that address common problems and questions. Over 50 topics are covered and the handouts are available in English and Spanish.

## **II. OVERALL CONTRACT PERFORMANCE**

1. Over the first three quarters of FY13, TRLA had achieved 52% (114 individuals) of its annual Output goal of 219 unduplicated clients served. Staff lay-offs in the Austin office contributed to the lower number of clients being served.
2. Over the first three quarters of FY13, TRLA reported outcome performance of 97.5% households at risk of homelessness that maintained housing (Outcome 1A). This is slightly above the annual goal of 95%. Percent of individuals who obtain or maintain public benefits (Outcome 2B) was reported at 96.18% for the first three quarters, very close to the contracted goal of 94.94%. Both outcomes reveal a very high success rate, as well as numerators and denominators far exceeding the contracted goals for total program households receiving assistance.
3. The HHSD contract manager will follow up with TRLA regarding anticipated long-term effects the staff reduction may have on the Output performance goal (total unduplicated number of clients served).
4. As of the date of this report, TRLA has accomplished total expenditure of the fiscal year budget (designated in the contract as Period 2). TRLA appears to be on target for total expenditure of the 30-month contract budget amount by end of fiscal year 2014, as outlined in the contract.

## **III. CLIENT ELIGIBILITY REQUIREMENTS FOLLOW-UP**

1. Texas RioGrande Legal Aid *Housing and Public Benefits Program* contract contains Amendment No. 2, which includes *Exhibit A.3, Client Eligibility Requirements*. As outlined in the amended work statement, these eligibility requirements apply to in-person appointments only. Telephone clients and evening legal clinic clients are not subject to the same eligibility requirements.
2. Prior to the site visit, TRLA had notified the HHSD contract manager of several challenges generated by these new eligibility requirements. Despite the challenges, TRLA staff have made a good faith effort to gather documentation, including innovative techniques like sending self-addressed stamped envelopes home with clients to submit documentation after appointments. Discussion during the site visit revealed some valuable improvements created by the new requirements, as well as continued challenges and barriers to serving clients. Further discussion and technical assistance regarding these requirements will continue between TRLA and HHSD.

## **IV. PERFORMANCE REVIEW**

The *Performance Review* section of the On-Site Review Checklist was used for this site visit. A copy of the On-Site Review Checklist was sent to Texas RioGrande Legal Aid prior to the 9/30/13 site visit. Brief responses to the *Performance Review* questions are listed below.



- A. Yes, written materials, project files, and staff interviews indicate contract activities are consistent with the contract terms/provisions. Visiting the evening legal clinic was informative and useful to verify valuable services TRLA provides to the community.
- B. Yes, there is documentation to verify reported results for specific performance goals stated in the contract. TRLA uses the Client Tracking System (CTS) software and has specific codes designated for reporting the performance measures required in the HHSD contract.
- C. Yes, an inspection of files indicates proper documentation is maintained. An informal file review revealed evidence of proper documentation in client files.
- D. No additional grant requirements are included in this contract. (not applicable)

In summary, the HHSD site visit of Texas RioGrande Legal Aid produced a favorable report of overall contract performance, client eligibility requirements, and program performance.

If you have any questions or comments regarding this report, please feel free to contact me at 512.972.5064. I greatly appreciate TRLA staff members' time and participation in this process. I especially appreciate Diana traveling from the Weslaco office to the Austin office for this site visit. Thank you for making a special effort to attend.

Sincerely,



Vella Karman  
Grants Coordinator/Contract Manager

Cc: D'Ann Johnson, Austin Branch Manager (electronic copy sent)  
Diana Rodriguez, Grants Manager (electronic copy sent)



Amendment No. 1  
to  
Contract No. NG150000037  
for  
Social Services  
between  
**TEXAS RIOGRANDE LEGAL AID, INC.**  
and the  
**CITY OF AUSTIN**

- 1.0 The City of Austin and the Contractor hereby agree to the contract revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is ***Fifteen Thousand Eight Hundred dollars (\$15,800)***. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 548,346
Amendment No. 1: Add funds to Contract	\$ 15,800	\$ 564,146

- 3.0 The following changes have been made to the original contract EXHIBITS:

**Exhibit B.1 -- Program Budget and Narrative** is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**.

**Exhibit B.2 -- Program Subcontractors** is deleted in its entirety and replaced with a new **Exhibit B.2 -- Program Subcontractors**.

- 4.0 **Section 4.1.2.1** is modified:

For the Program Period of September 1, 2015 through September 30, 2016, the payment from the City to the Contractor shall not exceed \$198,582 (*One Hundred Ninety Eight Thousand Five Hundred Eighty Two dollars*).

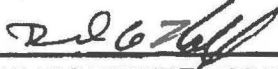
- 5.0 MBE/WBE goals were not established for this Contract.
- 6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Contract.
- 7.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Contract terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

**CONTRACTOR**

Signature:



TEXAS RIOGRANDE LEGAL AID, INC.  
David G. Hall, Executive Director  
300 S. Texas Blvd.  
Weslaco, TX 78596

Date: 9/1/15

**CITY OF AUSTIN**

Signature:



City of Austin  
Purchasing Office  
PO Box 1088  
Austin, TX 78767

Date: 9/10/15

**Program Budget and Narrative**

Program Start 9/1/2015  
Program End 9/30/2016

	City Share	Other	Total
Salary plus Benefits	\$130,798.00	\$599,509.00	\$730,307.00
General Operations Expenses	\$23,768.00	\$252,676.00	\$276,444.00
Program Subcontractors	\$44,016.00	\$24,848.00	\$68,864.00
Staff Travel	\$0.00	\$0.00	\$0.00
Conferences	\$0.00	\$0.00	\$0.00
Operations SubTotal	\$67,784.00	\$277,524.00	\$345,308.00
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00
Other Assistance	Please Specify	Please Specify	Please Specify
Other Assistance Amount	\$0.00	\$0.00	\$0.00
Direct Assistance SubTotal	\$0.00	\$0.00	\$0.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00
Total	\$198,582.00	\$877,033.00	\$1,075,615.00

**Detailed Budget Narrative****Salaries plus Benefits**

Partial FTE salaries and benefits for: 6 housing and public benefits attorneys, 6 housing and public benefits paralegals, 4 administrative staff: Legal Secretary, Office Manager, Branch Manager, and Accountant

**General Op Expenses**

The requested funds will provide assistance for the mortgage for the property at 4920 N. IH-35, Austin, Texas.

**Program Subcontractors**

Partial salaries and benefits for: Executive Director, 5 Housing Specialists, 1 Intake Worker, 1 technology support staff

General Operating Expenses: Includes Rent, Utilities, Office Supplies, Printing, Postage, and Telephone.

**Staff Travel****Conferences****Food and Beverage****Financial Assistance****Other Assistance****Capital Outlay**

	<b>Contract Term</b>
<b>Start Date</b>	9/1/2015
<b>End Date</b>	9/30/2018

***Subcontractor's Information***

***Name***

Austin Tenants Council

***Length of Term***

***Start Date*** 10/1/2015

***End Date*** 9/30/2016

***City of Austin Funded Amount*** \$44,016.00

***Number of Clients to be Served:*** 3550

***Services to be subcontracted***

In-house counseling, telephone counseling, and emergency mediation.

**Applications Funded in Response to RFP EAD0116**  
**Self Sufficiency Social Services**

<b>Evaluation Score</b>	<b>Agency Name</b>	<b>Program Name</b>	<b>37-Month Funding</b>	<b>3, 12-Month Extension Options</b>	<b>Total Contract Amount</b>
118	Youth & Family Alliance (Lifeworks)	Collective Impact Continuum	\$2,428,800	\$809,600	\$4,857,600
115	Meals on Wheels and More	Meals on Wheels	\$1,302,849	\$434,283	\$2,605,698
115	Any Baby Can	Ready Families Collaborative (C-11)	\$4,459,737	\$1,486,579	\$8,919,474
115	Austin Child Guidance Center	Underserved Families Mental Health Program	\$536,376	\$178,792	\$1,072,752
114	Casa Marianella	Emergency Shelter	\$544,320	\$181,440	\$1,088,640
113	Communities in Schools	Case Management & Pebble Project	\$1,427,469	\$475,823	\$2,854,938
113	Travis County Domestic ... (SafePlace)	Expect Respect	\$494,760	\$164,920	\$989,520
113	Theatre Action Project (Creative Action)	Del Valle Collaborative Afterschool Program (C-3)	\$845,934	\$281,978	\$1,691,868
113	Family Eldercare	Living Well Collaborative (C-6)	\$514,764	\$171,588	\$1,029,528
111	Travis County Domestic ... (SafePlace)	Victim Services	\$2,166,000	\$722,000	\$4,332,000
111	Family Eldercare	Counseling Services	\$164,955	\$54,985	\$329,910
111	Caritas of Austin	BSS+ (C-12)	\$9,992,721	\$3,330,907	\$19,985,442
110	Austin Recovery	Self Sufficiency Continuum Services	\$1,371,249	\$457,083	\$2,742,498
110	Caritas of Austin	Mental and Behavioral Health Services	\$643,377	\$214,459	\$1,286,754
110	The ARC of the Capital Area	Family & Juvenile Transition Services	\$183,726	\$61,242	\$367,452
109	Family Eldercare	Money Management	\$210,000	\$70,000	\$420,000
109	Foundation Communities	Afterschool Summer Youth Program	\$420,000	\$140,000	\$840,000
109	Capital Area Food Bank	Food Bank Services	\$681,141	\$227,047	\$1,362,282
109	Foundation Communities	Tax Prep & Financial Programs	\$371,250	\$123,750	\$742,500
108	VinCare Services of Austin	Saint Louise House	\$273,000	\$91,000	\$546,000
107	Helping the Aging, Needy and Disabled (HAND)	Charitable Care/Sliding Scale	\$120,933	\$40,311	\$241,866
106	Samaritan Center	Whole Body Mental Health Services	\$285,390	\$95,130	\$570,780
106	Foundation for the Homeless	Family Rehousing Initiative	\$713,958	\$237,986	\$1,427,916
106	Austin Children's Shelter	Wrap Around Residential Program	\$264,600	\$88,200	\$529,200
105	Planned Parenthood	Sisters Saving Sisters Program	\$144,612	\$48,204	\$289,224
105	Family Eldercare	Medication Management	\$163,800	\$54,600	\$327,600

Evaluation Score	Agency Name	Program Name	37-Month Funding	3, 12-Month Extension Options	Total Contract Amount
105	Workforce Solutions	Workforce and Education Readiness Continuum (C-13)	\$7,520,967	\$2,506,989	\$15,041,934
104	Salvation Army	Pathways & Partnerships	\$681,864	\$227,288	\$1,363,728
103	Court Appointed Special Advocates (CASA)	Transitioning Youth Program	\$120,000	\$40,000	\$240,000
102	Goodwill Industries Central Texas	Ready to Work	\$2,095,977	\$698,659	\$4,191,954
99	Easter Seals	Housing Services, Early Childhood, Comprehensive Outpatient Rehab, Youth Leaving Services, Adult Services	\$1,002,735	\$334,245	\$2,005,470
97	African American Youth Harvest Foundation	Enrichment of Low Income Youth	\$489,774	\$163,258	\$979,548
97	Texas Rio Grande Legal Aid	Legal Services	\$548,346	\$182,782	\$1,096,692
92	YWCA	YW Counseling & Referral Ctr (YWERC)	\$348,714	\$116,238	\$697,428
90	Austin ISD	Victory	\$615,600	\$205,200	\$1,231,200
82	Austin ISD	Primetime	\$1,921,833	\$640,611	\$3,843,666
82	Child Inc.	Early Steps to School Readiness Summer and After School Program	\$1,293,750	\$431,250	\$2,587,500
*	Council on At-Risk Youth (CARY)	Ounce of Prevention	\$480,000	\$160,000	\$960,000
*	River City Youth Foundation	Dove Springs	\$350,400	\$116,800	\$700,800
Total					\$96,391,362

\* Council on At-Risk Youth (CARY) and River City Youth Foundation were disqualified from the RFA process by the Purchasing Office due to non-compliance with the solicitation requirements.





**TO:** Veronica Lara, Director  
Department of Small and Minority Business Resources

**FROM:** Erin D'Vincent, Senior Buyer

**DATE:** January 15, 2014

**SUBJECT:** Request for Determination of Goals for Solicitation No. EAD0116

Project Name: Self Sufficiency Social Services

Commodity

Code(s): 95243

Estimated Value: \$16,000,000

**Below are scopes of work for this project as determined by the Purchasing Office and Department that are contained in this solicitation.**

The Departmental Point of Contact is: Robert Kingham

at Phone: 972-5026

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please determine the use of goals by completing and returning the below endorsement. If you have questions, please call me at 972-4017

☐ **Approved w/ Goals**

☒ **Approved, w/out Goals**

Recommend the use of the following goals based on the below reasons:

a. Goals: ☐ % MBE ☐ % WBE

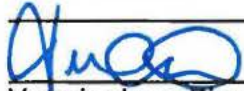
b. Subgoals ☐ % African American ☐ % Hispanic

☐ % Native/Asian American ☐ % WBE

This determination is based on the following reasons:

work.

Insufficient scopes of



Veronica Lara, Director

Date:

1-21-14

cc: Lorena Resendiz



May 15, 2014

Council on At-Risk Youth  
Adrian L. Moore  
Executive Director  
3710 Cedar Street, Box 23  
Austin, TX 78705

Subject: Council on At-Risk Youth's applications in connection with Solicitation RFA EAD0116,  
Self Sufficiency Social Services

Dear Mr. Moore:

After careful review, the City of Austin has determined that your responses to the above referenced solicitation have been disqualified based on the following reason(s):

- Failure to submit the required offer sheet on page three of the document titled Package 1 with your applications. Your agency submitted the attached letter instead of the required offer sheets.

You may protest this disqualification. Protest instructions can be found at: [https://assets.austintexas.gov/purchase/standard\\_solicitation\\_instructions.pdf](https://assets.austintexas.gov/purchase/standard_solicitation_instructions.pdf), under Opportunity to Protest. Your correspondence should be addressed to:

City of Austin Purchasing Office  
Attention: Purchasing Officer  
P. O. Box 1088  
Austin, TX 78767-8845

If you intend to protest, please email a copy of your Intent to Protest letter and supporting materials to me at [erin.d'vincent@austintexas.gov](mailto:erin.d'vincent@austintexas.gov).

If you would like to discuss this disqualification further, please contact me by phone at 512-972-4017 or email me at the email address listed above.

Thank you for your interest in doing business with the City of Austin.

Sincerely,

Erin D'Vincent  
Senior Buyer  
City of Austin  
Purchasing Office

Attachment: Council on At-Risk Youth's Offer Letter



~helping youth promote  
safe schools and safe  
communities~

**Board of Directors**

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Terry Cowan, Past Chair  
Seth Winick, Vice Chair  
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Director  
Heidi Gibbons

**Founder &**

Executive Director  
Adrian L. Moore

3710 Cedar St. Box 23  
Austin, TX 78705  
(512) 451-4592

[www.CARY4kids.org](http://www.CARY4kids.org)

The City of Austin, Travis County, Austin  
Independent School District, Governor's  
Criminal Justice Division and the U.S.  
Department of Justice are each funding  
sources for CARY, but the information  
presented here-in does not officially  
represent the opinion or policy of these  
government agencies.

April 22, 2014

City of Austin Purchasing Office  
Municipal Building  
124 W. 8<sup>th</sup> Street, Rm 308  
Austin, Texas 78701  
Reception Phone 512-974-2500

Re: Offer Sheet

Solicitation No: EAD0116

Commodity Code: 95243

CARY Vendor ID: cou8319697

Dear Sir or Madam:

Please consider this as CARY's Offer Sheet in response to the City of Austin Solicitation No. EAD0116, "Self Sufficiency Continuum for Social Services".

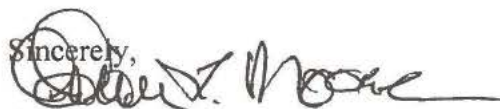
CARY's offer includes all services in the application entitled "An Ounce of Prevention: Juvenile Delinquency and Youth Violence Prevention for At-Risk Youth in the AISD Public School Disciplinary System".

The application herein addresses the primary "Self Sufficiency Goal of Problem Prevention" and the "Life Continuum Category of Youth" as requested in the City of Austin solicitation number EAD0116.

CARY's best price for the delivery of the delinquency and youth violence prevention service for 460 at-risk youth is \$333,333.00.

We are very pleased to be in our ninth year of contract support and we appreciate the opportunity to apply to the City of Austin for future years funding with our application "An Ounce of Prevention: Juvenile Delinquency and Youth Violence Prevention for At-Risk Youth in the AISD Public School Disciplinary System." In return for the investment of \$333,333.00 in 460 at-risk youth, the "Cost Effectiveness" section of our application uses national research and makes the very conservative projection that use of the CARY prevention program will return to taxpayers \$110.00 for each \$1.00 invested.

The enclosures are sealed in two envelopes with the first containing the Threshold Review with requested contents and the second containing the Application Documents with other requested materials. Please contact me if additional information is needed.

Sincerely,  


Adrian L. Moore  
Executive Director